COMMUNITY DEVELOPMENT DEPARTMENT

Council Meeting Date: March 26, 2013
Staff Report #: 13-041

Agenda Item #:E-1

PUBLIC HEARING: Consider a Request for Rezoning, Conditional Development Permit, Lot Line Adjustment, Heritage Tree Removal Permits, Below Market Rate Housing Agreement, Development Agreement and Environmental Review for the Facebook West Campus Located at the Intersection of Bayfront Expressway and Willow Road

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RECOMMENDATION

Staff recommends that the City Council concur with the Planning Commission's recommendation to approve the following land use entitlements and agreements related to the Facebook West Campus Project, subject to the specific actions contained in Attachment A:

1. **Adopt the Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program,** which includes specific findings that the Facebook West Campus Project includes substantial benefits that outweigh its significant, and adverse environmental impacts, and establishes responsibility and timing for implementation of all required mitigation measures;

2. **Approve the Rezoning,** which rezones the property at 312 and 313 Constitution Drive from M-2 (General Industrial) to M-2(X) (General Industrial, Conditional Development) to allow for increased lot coverage and building height on the Project Site;

3. **Approve the Conditional Development Permit,** which specifies development standards and uses applicable to the Project Site;

4. **Approve the Development Agreement,** which results in the provision of overall benefits to the City and adequate development controls in exchange for vested rights in Project approvals;

5. **Approve the Below Market Rate Housing Agreement,** which would help increase the affordable housing supply by requiring the applicant to provide an in lieu payment for the Below Market Rate housing fund, off-site residential units or payment of a portion of the in lieu fee and provision of off-site units;

6. **Approve the Lot Line Adjustment** to modify the location of the two legal lots that comprise the Project Site; and

7. **Approve Heritage Tree Removal Permits** to remove 175 heritage trees, while attempting to retain approximately 25 trees along Bayfront Expressway and five trees along Willow Road.

If the Council votes to approve the Project on March 26, 2013, then the second reading of the ordinances for the Rezoning and the Development Agreement are scheduled to occur on April 2, 2013. The Ordinances would go into effect 30 days thereafter.

BACKGROUND

The Facebook Campus Project includes two project sites inclusive of the East Campus and West Campus. The Project is being processed in phases, with the East Campus entitlements recommended for approval by the Planning Commission in May of 2012, and subsequently approved by the City Council in June of 2012.

The first phase of project review included the preparation of a Fiscal Impact Analysis (FIA), which projected the potential changes in fiscal revenues and service costs directly associated with development of the proposed Project, inclusive of both the East Campus and West Campus. The FIA also explored a number of related topics, including indirect revenues/costs from potential induced housing demand, as well as one-time/non-recurring revenues (such as impact fees), and potential additional opportunities for fiscal benefits. An Environmental Impact Report (EIR) was also prepared to analyze the potential physical environmental impacts associated with the development of the proposed Project, inclusive of both the East Campus and West Campus. The City Council certified the EIR, and approved the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program for the East Campus component of the Project in May 2012.

The previous staff reports, which provide more detailed background information, plus the certified EIR and FIA, are available for review on the City-maintained project page accessible through the following link: http://www.menlopark.org/projects/comdev_fb.htm

West Campus – Phase Two

On June 28, 2012, the City received a preliminary application on behalf of Facebook to initiate review of the Facebook West Campus, and on August 27, 2012, the applicant submitted project plans and associated reports required for project analysis. A number of public meetings to review the project were held subsequent to this submittal, which are summarized below:

- **September 11, 2012:** City Council meeting to review the preliminary draft processing schedule for the requested land use entitlements;

- **September 24, 2012**: Planning Commission study session to review the project proposal and requested land use entitlements;
- **October 18, 2012:** Public Outreach meeting in Belle Haven to discuss the project proposal and requested land use entitlements;
- **October 30, 2012:** City Council meeting to provide direction on the development agreement parameters;
- **January 22, 2013:** City Council meeting to review the development agreement term sheet;
- **February 20, 2013:** Housing Commission meeting to provide a recommendation on the BMR Housing Agreement; and
- **February 25, 2013:** Planning Commission meeting to provide a recommendation on the requested land use entitlements and agreements.

The Planning Commission made separate motions for each of the requested land use entitlements and agreements; however, in each case, the Commission unanimously (with Commissioner Onken recused) recommended that the City Council approve the requested land use entitlements and agreements. Commission feedback that resulted in revisions to project plans or conditions of approval is discussed below in the Analysis section.

ANALYSIS

A complete discussion of the project proposal, requested land use entitlements and agreements is included in the Planning Commission staff report dated February 25, 2013, which is included as Attachment B and the associated excerpt minutes are included as Attachment C. What follows is a discussion of minor project revisions resulting from Planning Commission comments, as well as minor revisions to applicable documents initiated by staff to further refine those documents.

Tree Retention

The one specific item that the Commission discussed that resulted in a change to the project conditions of approval is related to the retention of trees. The current project plans, which are included as Attachment U illustrate the removal of all on-site trees, inclusive of 175 heritage trees.

Though the applicant had previously anticipated the need to remove all on-site trees due to the health and location (impeding redevelopment of the site) of the trees, additional site analysis and project design subsequent to the most recent plan set development has uncovered the potential to save some of the existing trees. The applicant team believes that they may be able to retain approximately 20 to 25 heritage trees along the Bayfront Expressway frontage. These trees are located in three clusters, two of which are on either end of the project site proximate to Bayfront Expressway, and the third cluster is located in the middle of the project site proximate to Bayfront Expressway. In addition, the applicant team believes they may be able to retain approximately five eucalyptus heritage trees along the Willow Road frontage in two

clusters located proximate to the existing railroad tracks. The potential tree retention is discussed in a memorandum prepared by the applicant and illustrated on an associated exhibit, both of which are included as Attachment D. In addition, the applicant provided a *Tree Preservation Feasibility and Protection Guidelines Report* that discusses the feasibility of retaining these trees and tree protection guidelines. The report concludes that retention of the trees is feasible; however, the magnitude of tree retention is subject to a number of factors including the final design and location of Pacific Gas and Electric (PG&E) and Caltrans improvements necessary for the project, as well as the final design and location of the site utilities. This report is included as Attachment E.

To address the direction of the Planning Commission and intent of the applicant, staff has amended condition of approval 9.10 to require that the landscape plan be revised to illustrate the retention of the maximum number of trees feasible, with the potential retention of approximately 30 trees along the Bayfront Expressway and Willow Road frontages. In addition, condition of approval 9.11 has been added to require compliance with the tree protection guidelines included in the *Tree Preservation Feasibility and Protection Guidelines Report*, and submittal of a heritage tree preservation plan with the grading permit submittal.

Staff Initiated Changes

Planning staff made minor refinements to the Conditional Development Permit (Attachment J) and Development Agreement (Attachment M), as discussed below:

- Conditional Development Permit: Minor verbiage edits were made to clarify specific sections of the Conditional Development Permit and the intent of a few conditions of approval. Specifically, these changes affect the following sections:
    - 6.1.3, Major Modifications: Increased specificity was provided to clarify what changes constitute a Major Modification;
    - 8.1.5.1.1.2, FEMA Pad Certification: Language was revised to clarify the entity responsible for preparation of the pad certification;
    - 9.34, Roof Insulations: Language was revised to clarify that minimum insulation requirements could be achieved via utilization of more than one form of roof insulation whose insulation values would be combined;
    - 9.38, Primary Entrance Designation: Language was revised to more clearly articulate that the Willow Road access shall be utilized as a secondary access point; and
    - 11.5, Access Parcel Size and Location: Language was added to clarify that subsequent revisions to the Lot Line Adjustment to address Caltrans requirements would not be subject to an appeal period.

  No conditions of approval were substantially changed or removed. One condition of approval was added (7.1.2) that requires that the West Campus Trip Cap count equipment be installed and in good working order prior to occupancy of the West Campus. This condition of approval was inadvertently left out in the previous draft of the Conditional Development Permit.

Conclusion

The proposed West Campus component of the Facebook Campus Project would redevelop an existing vacant site and is projected to accommodate approximately 2,800 new employees for the City. To minimize impacts to the community, the West Campus project proposal includes a Trip Cap and robust Transportation Demand Management program, which would limit the increase in vehicular trips associated with the Project, and related air quality and noise impacts. As part of the review of the Facebook Campus Project, an EIR was prepared and certified, and an EIR addendum was also prepared to confirm that the revised West Campus project would not result in any new significant physical environmental impacts or increase the severity of previously identified physical environmental impacts. The certified EIR and EIR addendum determined that the Facebook Campus Project, inclusive of the West Campus component, would result in significant and unavoidable impacts related to transportation, air quality and noise. However, as identified in the Fiscal Impact Analysis prepared for the Facebook Campus Project, implementation of the Project is projected to have a net positive fiscal impact for the City. Finally, the West Campus project would provide extensive public benefits as presented in the Development Agreement prepared for the Project, including monetary contributions to the City's General Fund, provision of an additional $100,000 contribution to the Community Fund that was established as part of the East Campus Development Agreement, and public access to the landscaped area in the vicinity of the undercrossing near Willow Road.

Staff believes that the Project includes substantial benefits that outweigh its significant, and adverse environmental impacts. As such, staff recommends that the City Council pursue the following actions as specified in Attachment A: (1) adopt a resolution adopting the Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, (2) approve an ordinance to rezone the Project Site to M-2(X), (3) adopt a resolution approving the Conditional Development Permit, (4) approve an ordinance for the Development Agreement, (5) adopt a resolution approving the Below Market Rate Housing agreement, (6) adopt a resolution approving a Lot Line Adjustment, and (7) adopt a resolution approving the Heritage Tree Removal Permits.

IMPACT ON CITY RESOURCES

The Project Sponsor is required to pay planning 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 bear the cost of the associated environmental review and fiscal analysis. For the environmental review and fiscal analysis, the Project Sponsor deposits money with the City and the City pays the consultants.

POLICY ISSUES

The Project does not require an amendment to the City's General Plan. The primary policy issues for the City Council to consider while reviewing the Project relate to the significant and unavoidable environmental impacts and the appropriate level of public

benefit based on the request to exceed the maximum lot coverage and height on the Project Site allowed under the M-2 zoning district requirements.

ENVIRONMENTAL REVIEW

The environmental review completed for the Facebook West Campus Project, including the preparation of an EIR Addendum, Statement of Overriding Considerations and Mitigation Monitoring and Report Program is discussed in detail in the Planning Commission Staff Report dated February 25, 2013, which is included as Attachment B. The Planning Commission recommended that the City Council adopt the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program and did not recommend any changes to these documents.

Rachel Grossman Associate Planner	Arlinda Heineck Community Development Director

PUBLIC NOTICE

Public notification consisted of publishing a legal notice in the local newspaper and notification by mail to all property owners and occupants within a quarter-mile (1,320 feet) radius of the Project site. The mailed notice was supplemented by an email update that was sent to subscribers of the project page for the proposal, which is available at the following address: http://www.menlopark.org/projects/comdev_fb.htm

In addition to allowing for interested parties to subscribe to receive email updates, the Project page provides up-to-date information about the Project, as well as links to previous staff reports and other related documents.

ATTACHMENTS

A. Draft Actions for Approval
B. Planning Commission Staff Report, dated February 25, 2013, without attachments
C. Planning Commission Meeting Excerpt Minutes, dated February 25, 2013
D. Applicant Tree Memorandum and Exhibits, dated March 20, 2013
E. Tree Preservation Feasibility and Protection Guidelines, including Appendix 1, dated March 20, 2013
F. Draft Resolution Adopting the Statement of Overriding Considerations and Adopting the Mitigation Monitoring and Reporting Program prepared for the Facebook Campus Project, West Campus
G. Mitigation Monitoring and Reporting Program prepared for the Facebook Campus Project, West Campus
H. Draft Ordinance Rezoning the Property at 312 and 313 Constitution Drive from M-2 (General Industrial) to M-2(X) (General Industrial, Conditional Development)
I. Draft Resolution Approving the Conditional Development Permit

J. Draft Conditional Development Permit
K. Draft West Campus Trip Cap Monitoring and Enforcement Policy
L. Draft Ordinance approving the Development Agreement
M. Draft Development Agreement
N. Draft Resolution approving the Below Market Rate Housing Agreement
O. Draft Below Market Rate Housing Agreement
P. Draft Resolution approving the Lot Line Adjustment
Q. Draft Lot Line Adjustment Exhibit
R. Draft Resolution approving the Heritage Tree Removal Permits
S. Location Map
T. Project Plans (inclusive of color and materials board)

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

EXHIBIT TO BE PROVIDED AT MEETING

Color and Materials Board

DOCUMENTS AVAILABLE FOR REVIEW AT CITY OFFICES AND WEBSITE

- Addendum to Certified Environmental Impact Report prepared by Atkins, dated February 2013
- Final Environmental Impact Report (EIR), including Response to Comments, dated April 2012
- Draft Environmental Impact Report prepared by Atkins, dated December 2011
- Draft Fiscal Impact Analysis prepared by BAE, dated December 2011
- Final Fiscal Impact Analysis (FIA), dated April 2012
- FIA Response to Comments, dated April 2012
- Planning Commission Facebook West Campus Study Session Staff Report, dated September 24, 2012
- East Campus Undercrossing Plans, Dated April 20, 2012
- City Council Resolution Number. 4159, Regulations Establishing Procedures and Requirements for Development Agreements

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RECOMMENDED ACTIONS FOR APPROVAL

Facebook West Campus Project

Environmental Review

1. Adopt a Resolution of the City Council of the City of Menlo Park, California, adopting findings required by the California Environmental Quality Act, Statement of Overriding Considerations and Adopting the Mitigation Monitoring and Reporting Program for the property located at 312 and 313 Constitution Drive (Attachments F and G).

Rezoning

2. Introduce an Ordinance of the City Council of the City of Menlo Park, California rezoning the property at 312 and 313 Constitution Drive from M-2 (General Industrial) to M-2(X) (General Industrial, Conditional Development) (Attachment H).

Conditional Development Permit

3. Adopt a Resolution of the City Council of the City of Menlo Park, California, Approving a Conditional Development Permit for the property located at 312 and 313 Constitution Drive (Attachments I, J and K).

Development Agreement

4. Introduce an Ordinance of the City Council of the City of Menlo Park, California approving the Development Agreement, with Giant Properties, LLC for the property located at 312 and 313 (Attachments L and M).

Below Market Rate Housing Agreement

5. Adopt a Resolution of the City Council of the City of Menlo Park, California Approving a Below Market Rate Housing Agreement with Giant Properties, LLC for the property located at 312 and 313 Constitution Drive (Attachments N and O)

Lot Line Adjustment

6. Adopt a Resolution of the City Council of the City of Menlo Park, California, Approving the Lot Line Adjustment for the properties located at 312 and 313 Constitution Drive (Attachment P and Q).

Heritage Tree Removal Permits

7. Adopt a Resolution of the City Council of the City of Menlo Park, California, Approving the Heritage Tree Removal Permits for the properties located at 312 and 313 Constitution Drive (Attachments R and S).

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PLANNING COMMISSION STAFF REPORT

FOR THE PLANNING COMMISSION
MEETING OF FEBRUARY 25, 2013
AGENDA ITEM D1

LOCATION:	**312 and 313 Constitution Drive**	**APPLICANT:**	**Facebook, Inc.**
PROPOSED ADDRESS:	**1 Facebook Way**		
EXISTING USE:	**Unoccupied Office Buildings**	**PROPERTY OWNER:**	**Giant Properties, LLC**
PROPOSED USE:	**Corporate Campus**	**APPLICATION:**	**Conditional Development Permit, Rezoning, Development Agreement, BMR Agreement, Lot Line Adjustment, Heritage Tree Removal Permits, and Environmental Review**
CURRENT ZONING:	**M-2 (General Industrial)**	**GENERAL PLAN DESIGNATION:**	**Limited Industry**
PROPOSED ZONING:	**M-2(X) (General Industrial, Conditional Development)**		

PROPOSAL

Facebook Inc. (Facebook) seeks to develop phase two of the Facebook Campus Project, which is the West Campus proposal. The approximately 22-acre West Campus is located at the intersection of Willow Road and Bayfront Expressway. The Project Site is currently addressed 312 and 313 Constitution Drive, with the anticipation that the address would be updated to 1 Facebook Way after recordation of the requested lot line adjustment. The Project Site currently includes two legal parcels with the existing

development located on the western portion of the project site. Existing development includes two vacant office buildings totaling approximately 127,246 square feet, a surface parking lot, landscape features, a basketball court and a guard house. The eastern portion of the site includes no improvements and minimal vegetation.

This West Campus component of the Facebook Campus Project proposes demolition of the existing two buildings and associated site improvements. Subsequently, the applicant seeks to construct an approximately 433,555-square-foot building on top of surface parking that would include approximately 1,499 parking spaces. As designed, the project would accommodate approximately 2,800 employees. The complete project plan set submittal dated February 1, 2013 is included as Attachment B and reflects the design of the architectural firm of Gehry Partners, LLP, which is the architect of record for the project.

The entitlement process for the West Campus includes the following review and permit approvals:

- **Rezone from M-2 (General Industrial) to M-2(X) (General Industrial, Conditional Development) and Conditional Development Permit (CDP):** to permit the proposal to diverge from standard M-2 zone requirements related to building height and lot coverage. In addition, in the M-2 zone, the construction of a new structure to house a permitted use requires use permit approval. In this case, the CDP takes the place of the required use permit;
- **Development Agreement:** which results in the provision of overall benefits to the City and adequate development controls in exchange for vested rights in West Campus Project approvals;
- **Below Market Rate (BMR) Housing Agreement:** per the requirements of the City's Municipal Code, a BMR Housing Agreement is required, which would help increase the affordable housing supply by requiring the applicant to provide an in lieu payment for the BMR fund, off-site residential units or payment of a portion of the in lieu fee and provision of off-site units;
- **Lot Line Adjustment:** to modify the location of two legal lots that comprise the project site;
- **Heritage Tree Removal Permits:** to permit the removal of 175 heritage trees associated with the proposed project;
- **Environmental Review:** an Environmental Impact Report (EIR) was prepared and certified by the City Council on May 29, 2012 that analyzed the potential environmental impacts associated with both the East Campus and West Campus components of the project. Given that there have been refinements to the project design since the environmental review was completed, additional environmental review was conducted to confirm that the proposed project would not result in environmental impacts that were not already identified in the EIR. An addendum to the previously certified EIR has been prepared as part of the project review process; and

- **Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program:** that includes specific findings that the West Campus Project includes substantial benefits that outweigh its significant, and adverse environmental impacts, and establishes responsibility and timing for implementation of all required mitigation measures.

BACKGROUND

The Facebook Campus Project includes two project sites inclusive of the East Campus and West Campus. The Project is being processed in phases, with the East Campus entitlements recommended for approval by the Planning Commission in May of 2012, and subsequently approved by the City Council in May and June of 2012.

The first phase of project review included the preparation of a Fiscal Impact Analysis (FIA), which projected the potential changes in fiscal revenues and service costs directly associated with development of the proposed Project, inclusive of both the East Campus and West Campus. The FIA also explored a number of related topics, including indirect revenues/costs from potential induced housing demand, as well as one-time/non-recurring revenues (such as impact fees), and potential additional opportunities for fiscal benefits. An Environmental Impact Report (EIR) was also prepared to analyze the potential physical environmental impacts associated with the development of the proposed Project, inclusive of both the East Campus and West Campus. The City Council certified the EIR, and approved the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program for the East Campus component of the Project in May 2012.

The previous staff reports, which provide more detailed background information, plus the certified EIR and FIA, are available for review on the City-maintained project page accessible through the following link:

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West Campus – Phase Two

On June 28, 2012, the City received a preliminary application on behalf of Facebook to initiate review of the Facebook West Campus, and on August 27, 2012, the applicant submitted project plans and associated reports required for project analysis. A number of public meetings to review the project were held subsequent to this submittal, which are summarized below:

- **September 11, 2012:** City Council meeting to review the preliminary draft processing schedule for the requested land use entitlements;
- **September 24, 2012**: Planning Commission study session to review the project proposal and requested land use entitlements. A summary of Planning Commission comments is summarized below;

- **October 18, 2012:** Public Outreach meeting in Belle Haven to discuss the project proposal and requested land use entitlements;
- **October 30, 2012:** City Council meeting to provide direction on the development agreement parameters;
- **January 22, 2013:** City Council meeting to review the development agreement term sheet; and
- **February 20, 2013:** Housing Commission meeting to provide a recommendation on the BMR Housing Agreement.

At the Planning Commission study session, Commissioners provided a number of comments related to the building design. These comments, as well as a summary of how they have been addressed in the Project Design are provided below:

- Consider additional ways to incorporate human scale design elements – the applicant has incorporated canopies and landscape elements into building design to add human scale to the facades;
- Consider ways to bring more natural lighting to the parking level – natural light would be provided at the perimeter of the parking garage and the proposed high ceiling height of the garage level (18 feet) allows for deep penetration of daylight. The applicant did explore locating skylights throughout the office level into the parking level, but this concept was deemed infeasible due to Building and Fire Code requirements;
- Consider the use of elements on the parking level to provide more visual interest – the main lobby elements in the parking area would be clad in flat metal panels to add visual interest and the applicant is exploring other opportunities to add visual interest to the parking area;
- Consider the quantity of bicycle parking that will be needed and ensure sufficient bicycle parking is provided on the parking level and on the first floor – the applicant would provide 90 bicycle parking spaces in the parking level and 134 bicycle parking spaces on the first floor; and
- Consider the addition of a “pit stop” element on the Willow Road side of the campus to provide an opportunity for a local business to provide services – the applicant would provide a bike self-repair tool station for bicyclist proximate to the Willow Road frontage; however, it was determined that a “pit stop’ for commercial purposes would be infeasible.

The project design is discussed in more detail below.

ANALYSIS

As discussed previously, the project proposal requires the review and consideration of a number of land use entitlements and associated agreements. A discussion of the proposed design and site layout of the project, as well as required land use entitlements and agreements is discussed in more detail below.

Design and Site Layout

The proposed project would include development of a single building above at-grade parking. The parking level would be open around the perimeter and the majority of parking spaces would be covered by the proposed structure. The height of the parking level would measure approximately 18 feet. The Zoning Ordinance requires one space per 300 square feet of gross floor area, which equates to a requirement for a total of 1,446 sparking space for the proposed project. The project plans identify the provision of 1,499 parking spaces, inclusive of 26 accessible spaces and 122 parking spaces for energy efficient vehicles. None of the parking spaces would be located in landscape reserve.

The proposed single-story office building would be located above the parking level and would include approximately 433,555 square feet of gross floor area, some of which would be utilized for circulation elements in the garage and on roof levels, as well as security control stations. The roof deck would be located approximately 45 feet above grade. The building is of a linear design and spans approximately 1,565 feet along the Bayfront Expressway frontage and approximately 303 feet along the Willow Road frontage. The proposed structure, inclusive of all rooftop mechanical screening, would measure approximately 73 feet in height at its highest points.

As discussed above, the structure is very linear in nature, but as evidenced on the Project site plan, the massing of the structure would be broken up via the articulation of numerous segments of the building and the provision of striking lobby entrances at either end of the elevation fronting Bayfront Expressway. The use of exterior stairways and ramps, terraces, and extensive landscaping serves to further break up the massing of the building and add visual interest and a pedestrian scale. As presented in the site elevations and the associated color and materials board, the building would include a variety of materials including cement plaster, stainless steel, fiberglass and painted aluminum glazing.

The interior of the office is designed to house approximately 2,800 employees and includes open office space, as well as numerous amenity and support spaces. These distinct spaces include conference rooms, employee lounges, a large cafeteria, café spaces, laundry service, a fitness center, and general offices services. The interior is designed to provide natural daylighting from large window openings at the building's perimeter and skylight roof openings. Three lobbies would be located along the north side of the building (proximate to Bayfront Expressway) and a fourth employee-only lobby would be provided near the center of the building. The lobby spaces would serve as security check points at ground level and reception lounge spaces at the office level.

The office level would be moderately screened by proposed tree plantings and partially covered terraces that are directly accessible from inside the building and via pedestrian ramps and stairs from the ground. The roof is designed as an active and usable space, and would have extensive landscaped garden spaces with trees, paved gathering areas and outdoor dining spaces, as well as an approximately one-half mile walking path. The

roof design allows for assembly functions and the roof plan identifies the location where a temporary special event tent could be located up to eight times per calendar year. The roof top would also include mechanical enclosures to house the heating, ventilation and air conditioning (HVAC) equipment. The building design intends to create opportunities for flexible indoor/outdoor working environments, while maintaining a strong visual connection to the surrounding landscape and the Don Edwards San Francisco Bay National Wildlife Refuge.

The main vehicular access point to the project site would be along Bayfront Expressway. This entrance would be signalized under the proposed project and the existing curb cut would be moved approximately 250 feet to the west. Secondary and emergency access points are proposed at the northwest corner of the project site along Bayfront Expressway and at the southeast corner of the project site along Willow Road. Both of the secondary access driveways would allow right-turns only. The secondary access point on Willow Road is also designed to provide a left-turn in option for emergency response vehicles traveling northbound on Willow Road. In addition, the connection between the East Campus and West Campus would be further enhanced via additional improvements to an existing undercrossing of Bayfront Expressway that links the campuses, as discussed in more detail below.

Rezoning and Conditional Development Permit

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

Development Standard	Proposed CDP Standard	M-2 Zone Requirements
Front Setback	40 feet	20 feet
Side Setback	40 feet	10 feet
Rear Setback	40 feet	0 feet
Lot Coverage	55 percent	50 percent
Floor Area Ratio	45 percent	45 percent
Height	73 feet	35 feet
Parking	1,466 to 1,499 spaces	1,446 spaces

Note: Shaded areas indicate those development standards that are not consistent with standard M-2 zone requirements.

It should be noted, that the CDP allows for some flexibility in building development and in some cases, the development standards reflected in the project plan set differ from what would be permissible under the CDP. Specifically, all proposed setbacks shown on the project plan set, with the exception of the front setback, are greater than those

specified by the CDP and the proposed lot coverage specified on the project plan set is less than what is permissible under the CDP. Constructing a building to the minimum setbacks and maximum lot coverage specified above would not require a CDP amendment. However, dependent upon the magnitude of the requested changes to the Project, additional review, either by the Community Development Director, Planning Commission or Planning Commission and City Council would be required. The framework for review of requested modifications to the project proposal is specified in Section 6 of the CDP, Modifications.

Trip Cap:

Similar to the CDP associated with the Facebook East Campus, the proposed CDP for the Facebook West Campus also includes a Trip Cap. The Trip Cap specifies the following requirements:

- Maximum of 1,100 trips during the AM Peak Period from 7:00 a.m. to 9:00 a.m.;
- Maximum of 1,100 trips during the PM Peak Period from 4:00 p.m. to 6:00 p.m.; and
- Maximum of 6,350 daily trips.

Specific parameters regarding the Trip Cap can be found in the West Campus Trip Cap Monitoring and Enforcement Policy, which is included as Attachment I. This document has been updated for the West Campus to reflect the fact that there is an East Campus Trip Cap, and to clarify that violations of the West Campus Trip Cap are distinct from violations of the East Campus Trip Cap. The West Campus Trip Cap Monitoring and Enforcement Policy addresses the following issue areas:

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

Key components of the proposed Project that would assist Facebook in achieving compliance with the Trip Cap include a robust Transportation Demand Management (TDM) program, enhanced bicycle and pedestrian circulation on-site, as well as an enhanced bicycle and pedestrian connection between the Facebook East and West Campuses via the existing undercrossing of Bayfront Expressway.

Undercrossing Improvements:

As part of the East Campus component of the Facebook Campus Project, Facebook is required to upgrade the existing undercrossing by making improvements to allow Facebook employees and members of the public to utilize the undercrossing via bicycle or foot to bypass the at-grade crossing of Bayfront Expressway. As part of the West Campus component of the project, the undercrossing would be further improved to allow for use by the Facebook people-mover system, in addition to bicycle and

pedestrian use. To ensure bicyclists and pedestrian safety in the undercrossing, traffic control devices would be installed on both sides of the undercrossing for controlling ingress/egress of the people-mover system into the undercrossing.

When the East Campus entitlements were reviewed and approved, it was anticipated that the East Campus component of the undercrossing improvements could be completed prior to construction of the West Campus and that the undercrossing would be temporarily closed and/or realigned during construction of the West Campus. However, as a result of expeditious submittal and review of the Facebook West Campus proposal, as well as changes to the building design (which require using the eastern portion of the West Campus Project Site as a construction staging area), it is no longer feasible to construct and open the undercrossing prior to construction of the Facebook West Campus. The proposed undercrossing improvements are now proposed to occur in two phases. As a condition of approval in the CDP, the undercrossing is required to be open prior to occupancy of the West Campus.

The first phase of the undercrossing improvements is the East Campus component, which includes the construction of the required improvements on the East Campus side of the undercrossing and continuing all the way to the West Campus property line (inclusive of construction of the improvements underneath Bayfront Expressway). The second phase of the undercrossing improvements is the West Campus component, which includes the construction of the required improvements on the West Campus side of the undercrossing, continuing all the way to the property located to the south at 1401 Willow Road.

Conceptual plans for West Campus undercrossing improvements are included in Attachment B on plan sheet WL.3.3. The conceptual plans for the East Campus component of the undercrossing improvements can be found on the April 20, 2012 East Campus plan set sheets EL.2, EL.3 and EL.4 (available on the Facebook Campus Project Page, Plan Set subpage, applicable website link provided at the end of this report). The conceptual plans included in the plan set for the East Campus component of the Facebook Campus Project also include a conceptual design for the West Campus undercrossing improvements. In the event that the Facebook West Campus is never constructed, or if there are significant delays in the construction of the West Campus, the applicant is required to bond for the West Campus undercrossing improvements to ensure that the undercrossing, and access to it, is available to Facebook employees and members of the public within a reasonable period of time.

The draft ordinance rezoning the property, the resolution approving the CDP, the CDP, and associated West Campus Trip Cap Monitoring and Enforcement Policy are included as Attachments F, G, H, and I, respectively. The CDP and associated rezoning rely on the project plans, and the CDP includes conditions of approval, along with all of the mitigation measures from the EIR. The applicant is generally amenable to the recommended conditions of approval, pending input from the public, Planning Commission and City Council.

Development Agreement

A Development Agreement is a legally binding contract between the City of Menlo Park and an applicant that delineates the terms and conditions of a proposed development project. A Development Agreement allows an applicant to secure vested rights, and it allows the City to secure certain benefits. Development Agreements are enabled by California Government Code Sections 6584-65869.5. The City Council adopted Resolution No. 4159 in January 1990, establishing the procedures and requirements for the consideration of Development Agreements (Resolution No. 4159 is available upon request at City offices or on the City's website – applicable website link provided below). Facebook is requesting a legally binding Development Agreement in concert with the requested land use entitlements

On January 22, 2013, the West Campus Development Agreement term sheet was presented to and unanimously approved by the City Council. In summary, the Project includes the following public benefits:

1. Use of an underutilized site for a global headquarter campus for the world's most prominent social networking company;
2. A high-density use in close proximity to major highways and transit routes and encouragement of alternative modes of transportation through aggressive Transportation Demand Management program;
3. A public benefit payment totaling $1.5 million payable at $150,000 per year for ten years following final building permit sign-off for occupancy of West Campus;
4. A clause in the construction contract for the West Campus to require qualifying subcontractors (i.e., subcontracts for $5 million or larger with subcontractors that have reseller sales tax permits) to get a sub-permit to designate Menlo Park as point of sale so that sales/use tax on materials is allocated to the City. The estimated benefit to Menlo Park is between $100,000 and $300,000 total;
5. Cooperation with Menlo Park to seek to have use taxes for large purchase orders (i.e., orders over $500,000) for initial occupancy of West Campus to have use taxes allocated to the City. This is not likely to generate much, if any revenue, but it could result in some revenue to the City;
6. Guaranteed minimum property tax revenue to the City based on an assessed value of the greater of $230 million and the actual initial reassessed value following completion of construction (estimated to be closer to $300 million) for period of ten years following reassessment;
7. Public access to the landscaped area in the vicinity of the undercrossing near Willow Road;
8. Cooperation to allow limited pedestrian/bicycle access from the TE Connectivity property to Willow Road if a future transit hub is built there and there are no convenient public transit stops for the TE Connectivity property;
9. Provision of an additional $100,000 contribution to the Community Fund that was established as part of the East Campus Development Agreement;
10. Use of Recology for recycling services, which helps minimizes costs across all Recology customers in the service area due to the volume of material;

11. Provision of $100,000 to the City to fund improvements in the area of the community proximate to the project site, with the use of funds to be determined by City;
12. Incorporation of the following provisions from East Campus Development Agreement if Facebook were to vacate the East Campus and remain at the West Campus:
    a. Housing (Section 9),
    b. Local Community Fund (Section 10),
    c. Bay Trail Gap (Section 11),
    d. Utility Undergrounding (Section 12),
    e. Jobs (Section 13),
    f. Environmental Education (Section 16),
    g. Local Purchasing (Section 18),
    h. Transportation Demand Management Information Sharing (Section 19), and
    i. Volunteerism (Section 20).
13. Commitment to use Gehry Partners, LLP for the construction drawings;
14. Inclusion of a green roof;
15. Commitment to Leadership in Energy and Environmental Design (LEED) Gold equivalency; and
16. A vehicle trip cap of 1,100 trips in the AM and PM peak periods and 6,350 daily trips plus the same penalties as the East Campus of $50 per trip per day with escalators.

The term sheet has been transformed into a 30 plus page Development Agreement, and all terms approved by the City Council are either included in the Development Agreement, in the CDP, and in some cases, in both documents. In addition, some topics covered in the Development Agreement crossover into mitigations measures included in the certified EIR and EIR addendum. The draft ordinance to approve the Development Agreement and the draft Development Agreement are included as Attachments J and K, respectively.

Below Market Rate Housing Agreement

The applicant is required to comply with Chapter 16.96 of City's Municipal Code, Below Market Rate (BMR) Housing Program ("BMR Ordinance"), and with the BMR Housing Program Guidelines adopted by the City Council to implement the BMR Ordinance ("Guidelines"). In order to obtain land use entitlements, the BMR Ordinance requires the applicant to submit a BMR Housing Agreement. This Agreement is intended to satisfy that requirement and must be approved by the City Council prior to or concurrently with the issuance of land use entitlements.

The applicant intends to satisfy its obligations under the BMR Ordinance and Guidelines by one of the following methods:

a. Paying the in lieu BMR fee, which would be approximately $4,507,291 based upon the maximum gross floor area permissible under the CDP and the current fee schedule;
b. Delivering off-site units, which would equate to a total of 15 residential units based upon the maximum gross floor area permissible under the CDP; or
c. Paying a portion of the in lieu fee and delivering off-site units.

The in lieu fee paid by the applicant and off-site units delivered by the applicant must, collectively, include fees and units that satisfy the developer's obligation to offset the net, new demand for affordable housing created by the Project. Each off-site unit provided by the developer would be credited towards the net, new demand for affordable housing created by 20,427 square feet of the gross floor area of the Project. If the applicant proceeds with an in lieu fee payment to satisfy all or a portion (if some units are provided off-site) of its obligations under the BMR Ordinance and Guidelines, the in lieu fee would be determined based upon the fee schedule in place at the time the applicant makes the in lieu fee payment.

The BMR Housing Agreement was reviewed by the City's Housing Commission on February 20, 2013. The Housing Commission unanimously voted to recommend approval of the Draft BMR Agreement. The Planning Commission will also make a recommendation on the Draft BMR Agreement, with the City Council being the final decision making authority. The resolution recommending approval of the BMR Housing Agreement and the draft BMR Housing Agreement are included as Attachments L and M, respectively.

Lot Line Adjustment

The Project Site is comprised of two legal lots as reflected on sheet WA.1.1, Topographic Survey, of the plan set. The eastern lot totals approximately 8.5 acres and the western lot totals approximately 13.6 acres. As part of the land use entitlement process for the Project, the applicant is proposing a lot line adjustment to establish a Main Parcel and an Access Parcel. This is necessary to facilitate the naming of the private road that would provide access to the project site from Bayfront Expressway, and because buildings are not permitted to span property lines.

The Access Parcel would function as a private road (as referenced previously, the proposed road name is Facebook Way) and development of the parcel would be limited to hard scape improvements to construct vehicular and pedestrian access, and associated landscaping. No structures would be permitted to encroach into the access parcel. Since the parcel would only be utilized for access purposes and would not house any permanent or temporary structures, the parcel is not subject to standard M-2 zoning district requirements pertaining to minimum lot sizes, lot dimensions, setbacks, lot

coverage and FAR. The access parcel would be approximately 5,000 square feet in size, as evidenced on the Lot Line Adjustment exhibit included as Attachment O.

The Main Parcel would encompass the majority of the Project Site and would include the proposed structure. As required by the conditions of approval in the CDP, the access parcel and main parcel would remain in common ownership in perpetuity. As such, the development envelop, maximum lot coverage and maximum FAR take into account the total dimensions and square footage of both lots combined. The resolution recommending approval of the Lot Line Adjustment and the Lot Line Adjustment Exhibit are included as Attachments M and O, respectively.

Heritage Tree Removals

The applicant submitted an arborist report for the project site as part of the environmental review process for the Facebook Campus Project. The arborist report details the species, size, and conditions of all trees on site. The arborist report identified a total of 624 trees, 233 of which are identified as heritage trees. As is described in the arborist report and shown on the Tree Disposition Plan (sheet WL.1 of the plan set), the majority of the heritage trees on the Project Site are in poor health. As part of previously granted land use entitlements associated with the undercrossing improvements (some West Campus tree removals were reviewed as part of the East Campus entitlements due to their association with the undercrossing improvements) and voluntary site remediation project (which is a distinct project under the purview of the Department of Toxic Substance Control), Heritage Tree Removal Permits have already been applied for and issued for a total of 58 heritage trees on the West Campus.

As part of the West Campus Project proposal, the applicant seeks to remove the remaining 175 heritage trees, 41 of which are in good health and the remaining 134 of which are in poor health or dead. The applicant has applied for Heritage Tree Removal Permits for all 175 trees, which were reviewed by a consulting arborist, whose recommendations were reviewed by the City Arborist. The consulting arborist recommended and the City Arborist concurred, that Heritage Tree Removal Permits could be issued for all 175 trees, based upon the poor health of most trees and the fact that the location of the majority of the existing heritage trees conflicts with redevelopment of the site.

As illustrated on the project plans, the site would include heavily landscaped water-efficient ground level plantings, and trees, inclusive of a minimum 216 replacement heritage trees associated with the 175 requested heritage tree removals. Additional terrace level and rooftop gardens would help create a landscaped hillside appearance that would blend the building into the surrounding landscape. The proposed plant palette includes a diversity of plants that would provide improved site aesthetics and ecological value. The applicant is working with local environmental stakeholders, as well as ecological consulting firm H.T. Harvey and Associates to ensure that the plant palette is suitable for the project site.

ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) was prepared and certified by the City Council on May 29, 2012 that analyzed the potential environmental impacts associated with both the East Campus and West Campus components of the Project. The certified EIR analyzed the potential impacts of the Project across a wide range of impact areas. The EIR evaluated 16 topic areas as required by the California Environmental Quality Act (CEQA), as well as one additional topic area specific to the project site (Wind). The 16 required topic areas include: (1) Aesthetics, (2) Agricultural Resources, (3) Air Quality, (4) Biological Resources, (5) Cultural Resources, (6) Geology and Soils, (7) Greenhouse Gas Emissions, (8) Hazards and Hazardous Materials, (9) Hydrology and Water Quality, (10) Land Use, (11) Mineral Resources, (12) Noise, (13) Population and Housing, (14) Public Services, (15) Transportation, and (16) Utilities. Given the phased nature of the Project, these topic areas were analyzed separately for both the East Campus and West Campus, and then collectively for the entire project proposal. The EIR concluded that the Project had no impacts on Agricultural Resources and Mineral Resources. The EIR concluded that potential impacts related to Geology and Soils, Greenhouse Gas Emissions, Land Use, Population and Housing, Public Services, and Wind were less than significant and required no mitigation measures. Impacts associated with Aesthetics, Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, and Utilities were less than significant with the incorporation of mitigation measures. Finally, the EIR determined that there were significant and unavoidable impacts related to Air Quality, Noise, and Transportation. Of the significant and unavoidable impacts identified in the certified EIR, only three were specific to the West Campus, including the impacts associated with:

- Transportation:
    - Marsh Road and Middlefield Road intersection impact
    - University Avenue and Donohoe Street intersection impact
- Noise:
    - Construction related levels of vibration that would disrupt operations at nearby vibration-sensitive land uses

All other Significant and Unavoidable Impacts associated with the West Campus Project were also associated with the East Campus component of the Facebook Campus Project.

Because the West Campus was redesigned after the EIR was certified, additional environmental review has been conducted to determine whether the redesigned project proposed for the West Campus would result in environmental impacts that were not already identified in the certified EIR. This additional environmental review included preparation of an Addendum. The Addendum is available on the City maintained Facebook Campus Project webpage and at the Community Development Department public counter located in the City Administrative building. A link to the electronic version of the Addendum is provided below. The Addendum evaluated all 17 topic areas specified above to determine if the revised West Campus project proposal has the

potential to result in any physical environmental impacts that were not already disclosed in the certified EIR. After completion of this review, the Addendum concludes that the redesigned project would not cause any new significant physical environmental impacts or a substantial increases in the severity of previously identified significant physical environmental impacts. As a result, a supplemental or subsequent EIR is not required and the conclusions reached in the certified EIR are still valid as applied to the redesigned West Campus. An addendum is not required to be circulated for public review, nor is it required to be adopted; however, it should be considered by decisions makers (i.e., Planning Commission and City Council) when making a recommendation on, or taking action on requested land use entitlements.

The current review of the detailed development proposal for the West Campus requires Planning Commission and City Council consideration of a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program. The Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program adopted by the City Council in May of 2012 were only applicable to the East Campus, as applications for required land use entitlements for the West Campus component of the project had not yet been submitted. With the current application for West Campus land use entitlements, a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program needs to be adopted for the West Campus. The draft resolution adopting the Statement of Overriding Considerations and adopting the Mitigation Monitoring and Reporting Program is included as Attachment D. The Mitigation Monitoring and Reporting Program is included as Attachment E and includes all applicable mitigation measures. Those mitigations measures that are most markedly different from those included in the East Campus Mitigation Monitoring and Reporting Program are those related to construction activities associated with the West Campus Project.

The Planning Commission should review and forward a recommendation to the City Council on the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program. The City Council will be the final decision-making body on all documents associated with the adoption of the Statement of Overriding considerations and adoption of the Mitigation Monitoring and Reporting Program.

CORRESPONDENCE

Since Council action on the Development Agreement Term sheet on January 22, 2013, staff has not received any items of correspondence related to this item.

RECOMMENDATION

The proposed West Campus component of the Facebook Campus Project would redevelop an existing vacant site and is projected to accommodate approximately 2,800 new employees for the City. To minimize impacts to the community, the West Campus project proposal includes a Trip Cap and robust Transportation Demand Management program, which would limit the increase in vehicular trips associated with the Project,

and related air quality and noise impacts. As part of the review of the Facebook Campus Project, an EIR was prepared and certified, and an EIR addendum was also prepared to confirm that the revised West Campus project would not result in any new significant physical environmental impacts or increase the severity of previously identified physical environmental impacts. The certified EIR and EIR addendum determined that the Facebook Campus Project, inclusive of the West Campus component, would result in significant and unavoidable impacts related to transportation, air quality and noise. However, as identified in the Fiscal Impact Analysis prepared for the Facebook Campus Project, implementation of the Project is projected to have a net positive fiscal impact for the City. Finally, the West Campus project would provide extensive public benefits as presented in the Development Agreement prepared for the Project, including monetary contributions to the City's General Fund.

Staff believes that the Project includes substantial benefits that outweigh its significant, and adverse environmental impacts. As such, staff recommends that the Planning Commission recommend that the City Council pursue the following as specified in Attachment C: (1) adopt a resolution adopting the Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, (2) approve an ordinance to rezone the Project Site to M-2(X), (3) adopt a resolution approving the Conditional Development Permit, (4) approve an ordinance for the Development Agreement, (5) adopt a resolution approving the Below Market Rate Housing agreement, (6) adopt a resolution approving a Lot Line Adjustment, and (7) adopt a resolution approving the Heritage Tree Removal Permits. If the Planning Commission does not believe that the potential positive benefits outweigh the potential negative impacts, staff recommends that the Planning Commission provide input to the Council on each of the requested actions.

Rachel Grossman Associate Planner	Justin Murphy Development Services Manager

PUBLIC NOTICE

Public notification consisted of publishing a legal notice in the local newspaper and notification by mail to all property owners and occupants within a quarter-mile (1,320 feet) radius of the Project site. The mailed notice was supplemented by an email update that was sent to subscribers of the project page for the proposal, which is available at the following address: http://www.menlopark.org/projects/comdev_fb.htm
In addition to allowing for interested parties to subscribe to email updates, the Project page provides up-to-date information about the Project, as well as links to previous staff reports and other related documents.

ATTACHMENTS

A. Location Map
B. Project Plans (inclusive of color and materials board)
C. Recommended Actions for Approval
D. Draft Resolution Adopting the Statement of Overriding Considerations and Adopting the Mitigation Monitoring and Reporting Program prepared for the Facebook Campus Project, West Campus
E. Mitigation Monitoring and Reporting Program prepared for the Facebook Campus Project, West Campus
F. Draft Ordinance Rezoning the Property at 312 and 313 Constitution Drive from M-2 (General Industrial) to M-2(X) (General Industrial, Conditional Development)
G. Draft Resolution Approving the Conditional Development Permit
H. Draft Conditional Development Permit
I. Draft West Campus Trip Cap Monitoring and Enforcement Policy
J. Draft Ordinance approving the Development Agreement
K. Draft Development Agreement (without exhibits)
L. Draft Resolution approving the Below Market Rate Housing Agreement
M. Draft Below Market Rate Housing Agreement
N. Draft Resolution approving the Lot Line Adjustment
O. Draft Lot Line Adjustment Exhibit
P. Draft Resolution approving the Heritage Tree Removal Permits
Q. Draft Heritage Tree Removal Permit Exhibit

Note: 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.

EXHIBIT TO BE PROVIDED AT MEETING

Color and Materials Board

DOCUMENTS AVAILABLE FOR REVIEW AT CITY OFFICES AND WEBSITE

- Addendum to Certified Environmental Impact Report prepared by Atkins, dated February 2013
- Final Environmental Impact Report (EIR), including Response to Comments, dated April 2012
- Draft Environmental Impact Report prepared by Atkins, dated December 2011
- Draft Fiscal Impact Analysis prepared by BAE, dated December 2011
- Final Fiscal Impact Analysis (FIA), dated April 2012
- FIA Response to Comments, dated April 2012
- Planning Commission Facebook West Campus Study Session Staff Report, dated September 24, 2012
- East Campus Undercrossing Plans, Dated April 20, 2012
- City Council Resolution Number. 4159, Regulations Establishing Procedures and Requirements for Development Agreements

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PLANNING COMMISSION EXCERPT MINUTES

Regular Meeting
February 25, 2013 at 7:00 p.m.
City Council Chambers
701 Laurel Street, Menlo Park, CA 94025

CALL TO ORDER – 7:03 p.m.

ROLL CALL – Bressler, Eiref, Ferrick (Chair), Kadvany (Vice Chair), O'Malley, Onken, Riggs

INTRODUCTION OF STAFF – Rachel Grossman, Associate Planner; Justin Murphy, Development Services Manager; Leigh Prince, Assistant City Attorney

D. PUBLIC HEARING

D1. **Conditional Development Permit, Rezoning, Development Agreement, Lot Line Adjustment, Heritage Tree Removal Permits, Below Market Rate (BMR) Housing Agreement, Environmental Review/Facebook, Inc./312 and 313 Constitution Drive:** Request for a rezoning from M-2 (General Industrial District) to M-2-X (General Industrial, Conditional Development), Conditional Development Permit, Development Agreement and Lot Line Adjustment to construct an approximately 433,555 square foot single-story building above an at-grade parking lot that would include approximately 1,499 parking spaces. The proposed structure would exceed the 35-foot height maximum and 50 percent lot coverage maximum in the M-2 district, but would comply with other applicable development requirements including setbacks and floor area ratio. As part of the project proposal, the applicant is seeking to remove 175 heritage trees in fair to poor health, and Heritage Tree Removal Permits would be required. In addition, the project includes a BMR Housing Agreement for the payment of in-lieu fees, the provision of BMR units off site, or a combination of payment of in-lieu fees and provision of BMR units off site. Environmental review includes the preparation of an addendum to confirm that the project design would not result in environmental impacts that were not already identified in the Environmental Impact Report certified for the Facebook Campus Project by the City Council on May 29, 2012.

Staff Comment: Planner Grossman said the Commission would be asked to consider for recommendation to the City Council the Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; Rezoning from M-2 (General Industrial) to M-2(X) (General Industrial, Conditional Development); a Conditional Development Permit (CDP) to permit the proposal to diverge from standard M-2 zone requirements related to building height and lot coverage; the Development Agreement, the Below

Market Rate (BMR) Housing Agreement; a lot line adjustment and Heritage Tree Removal Permits to permit the removal of 175 heritage trees associated with the proposed project.

Planner Grossman said the Planning Commission on September 24, 2012 had a study session to review the project proposal and had requested land use entitlements. At that study session, Commissioners provided a number of comments related to the building design including additional ways to incorporate human scale design elements, ways to bring more natural lighting to the parking level, the use of elements on the parking level to provide more visual interest, consider the quantity of bicycle parking that will be needed and ensure sufficient bicycle parking was provided on the parking level and on the first floor, and consider the addition of a “pit stop” element on the Willow Road side of the campus to provide an opportunity for a local business to provide services.

Planner Grossman noted that subsequently a public outreach meeting in Belle Haven was held on October 18, 2012 to discuss the project proposal and requested land use entitlements. She noted that on October 30, 2012, the City Council provided direction on the development agreement parameters and on January 22, 2013 they reviewed the development agreement term sheet. She said the Housing Commission on February 20, 2012 considered the BMR Housing Agreement and unanimously recommended approval of it to the City council.

Planner Grossman said the West Campus was located at the intersection of Bayfront Expressway and Willow Road and the addresses were currently 312 and 313 Constitution Drive. She said with project approval the address would become 1 Facebook Way. She said the proposal for the West Campus included demolition of the existing two buildings and associated site improvements, and that the applicant would then seek to construct an approximately 433,555-square-foot building on top of surface parking that would include approximately 1,499 parking spaces. She said the maximum height of 73-feet included all mechanical equipment enclosures and that the majority of the roof garden would be at a height of 45 feet. She said the proposed lot coverage was just over the 50% maximum. She noted that the proposed height and lot coverage were exceptions from the standards of the M-2 Zoning District. She said the proposed building was linear and would span approximately 1,500 feet along Bayfront Expressway and approximately 300 feet in width along Willow Road. She noted that the main vehicular access point to the project site would be along Bayfront Expressway. She said the entrance would be signalized and the existing curb cut would be moved approximately 250 feet to the west. She said the undercrossing discussed during consideration of the East Campus project would connect the East and West campuses. She said surface parking would include approximately 1,499 parking spaces and noted the addition of 90 bicycle parking spaces there as well as the 134 bicycle spaces on the first floor. She said amenity spaces included lobbies, security control kiosks, shower and locker facilities, and a mezzanine. She said the roof was proposed as a green roof element and would be usable space with a quarter mile walking trail and landscape plan. She said there was space also for a tent, which use would be limited to eight

times a year and would be no higher than maximum height of 73 feet. She said the lot coverage was at 50.3% but the applicant was requesting up to 55% to allow for some flexibility. She said they were also requesting 300 square feet of signage which current zoning limited to 150 square feet but staff believed the size of the campus was adequate for the amount of signage requested.

Planner Grossman said that similar to the Conditional Development Permit (CDP) associated with the Facebook East Campus, the proposed CDP for the Facebook West Campus also included a Trip Cap as stated in the staff report. She said specific parameters regarding the Trip Cap could be found in the West Campus Trip Cap Monitoring and Enforcement Policy, included as Attachment I. She noted the document had been updated for the West Campus to reflect the fact that there was an East Campus Trip Cap, and to clarify that violations of the West Campus Trip Cap were distinct from violations of the East Campus Trip Cap.

Planner Grossman noted a question from one of the Commissioners that day related to the reliability factor included with the West Campus Trip Cap Implementation Policy. She said there would be some calibration to account for inaccuracies in trip count that might occur because of the equipment noting folks who drive into the entrance just to have a photo taken of themselves in front of the sign with their thumb up. She said that should not be counted and would be calibrated when equipment was installed.

Planner Grossman noted that when the East Campus entitlements were reviewed and approved, it was anticipated that the East Campus component of the undercrossing improvements would be completed prior to construction of the West Campus and that the undercrossing would be temporarily closed and/or realigned during construction of the West Campus. She said that as a result of the applicant's expeditious submittal and staff's review of the Facebook West Campus proposal, as well as changes to the building design, which required using the eastern portion of the West Campus Project Site as a construction staging area, it was no longer feasible to construct and open the undercrossing prior to construction of the Facebook West Campus. She said the proposed undercrossing improvements were now proposed to occur in two phases, and that as a condition of approval in the CDP, the undercrossing was required to be open prior to occupancy of the West Campus.

Planner Grossman said a Commissioner had also inquired earlier in the day as to what would happen to the annual payment to the City which was part of the development agreement for the East Campus if the campus was vacated. She said the East Campus development agreement required total annual payments for a period of 10 years whether the East Campus was occupied or vacated.

Planner Grossman said the Housing Commission had unanimously recommended the Below Market Housing Agreement as shown in Attachment M. She said there were several ways the applicant intended to satisfy its obligations under the BMR Ordinance and Guidelines including paying the in lieu BMR fee, which would be approximately

$4,507,291 based upon the maximum gross floor area permissible under the CDP and the current fee schedule or delivering off-site units, which would equate to a total of 15 residential units based upon the maximum gross floor area permissible under the CDP; or pay a portion of the in lieu fee and deliver off-site units.

Planner Grossman said the project site was comprised of two legal lots both similar in size. She said as part of the land use entitlement process for the Project, the applicant was proposing a lot line adjustment to establish a main parcel and an access parcel. She said this was necessary to facilitate the naming of the private road that would provide access to the project site from Bayfront Expressway, and also because buildings were not permitted to span property lines. She said the access parcel would function as a private road and development of the parcel would be limited to hardscape improvements to construct vehicular and pedestrian access, and associated landscaping. She said no structures would be permitted to encroach into the access parcel. She said as required by the conditions of approval in the CDP, the access parcel and main parcel would remain in common ownership in perpetuity.

Planner Grossman said as part of the West Campus Project proposal, the applicant was seeking to remove the remaining 175 heritage trees, 41 of which were in good health and 134 which were in poor health or dead. She said the applicant had applied for Heritage Tree Removal Permits for all 175 trees. She said the consulting arborist recommended and the City Arborist concurred that Heritage Tree Removal Permits could be issued for all 175 trees, based upon the poor health of most trees and the fact that the location of the majority of the existing heritage trees conflicted with redevelopment of the site. She said that was also contingent upon the planting of 216 replacement trees. She said current plans indicated there would be 332 trees at ground level, 25 trees along terrace level, and 225 trees on the roof.

Planner Grossman said an Environmental Impact Report (EIR) was prepared and certified by the City Council on May 29, 2012. She said this document had analyzed the potential environmental impacts associated with both the East Campus and West Campus components of the Project. She said because the West Campus was redesigned after the EIR was certified, additional environmental review had been conducted to determine whether the redesigned project would result in environmental impacts that were not already identified in the certified EIR. She said this additional environmental review included the preparation of an Addendum, and noted the Addendum was available on the City-maintained Facebook Campus Project webpage and physically at the Community Development Department public counter in the Administrative building. She said the Addendum concluded that the redesigned project would not cause any new significant physical environmental impacts or substantial increases in the severity of previously identified significant physical environmental impacts. She said that because of that a supplemental or subsequent EIR was not required and the conclusions reached in the certified EIR were still valid as applied to the redesigned West Campus. She said of the significant and unavoidable impacts identified in the certified EIR, only three were specific to the West Campus, including the

impacts associated with transportation, specifically the Marsh Road and Middlefield Road intersection impact, and the University Avenue and Donohoe Street intersection impact. She said Facebook had entered into a Memorandum of Agreement with the Town of Atherton, the intent of which was to mitigate impact. She said Facebook was working with the City on mitigation measures related to impacts at the University Avenue and Donohoe intersection. She said the third significant and unavoidable impact associated with the West Campus project related to noise and that was construction related levels of vibration that could disrupt operations at nearby vibration-sensitive land uses. She said the Planning Commission should review and forward a recommendation to the City Council on the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program for the West Campus project proposal. She said next the City Council would review the recommendations of the Planning and Housing Commissions, and take action on the requested entitlements and that was tentatively scheduled for March 19. She reviewed the items the Commission was asked to consider.

Public Comment: Mr. John Tenanes, Facebook, said that the Facebook Design Team was present and would provide presentations looking at the building from outside in, noting they had previously presented the design looking from inside the building out.

Mr. Craig Webb, Gehry Partners, said their two key points was to design integration of the building with landscape and natural environment, noting the Bay. He said the building was designed to almost act as a hill noting the trees on the roof noting that this created a pedestrian scale traveling to the terrace level and then to the roof. He said the second key point was to have the building fit within the industrial landscape. He said this was an unusual building for his company noting its anonymous look but it was important for it to blend in and be a good neighbor with the other businesses and residential neighborhood and be part of the natural landscape. He said changes to the building since the Commission last saw the proposal included canopies that had been simplified to a more horizontal vertical architecture. He noted the addition of a ramp from ground level to terrace level and then to the roof. He said they simplified the roof forms on the two ends of the building. He said for the Bayside elevation they created a building that would integrate into the landscape. He said for the South façade that the railroad and strip of industrial businesses provided a buffer for the residential neighborhood. He said they had worked on lighting and would use small scale park fixtures that would shine pools of light downward creating patterns. He said the materials proposed were to create a dialogue with other industrial buildings in the area, and noted the white plaster facades with large punched window openings and the use of soft brush stainless steel for main pavilion entries. He said the main canopies would be corrugated stainless steel noting the severe marine environment and others would be translucent using corrugated fiber glass. He said there would be glass on the ends of the buildings and punched openings. He said they would use a frit pattern on the glass to mitigate birds flying into the glass. He said they were researching this and working with an ornithologist to get the right pattern. He said the window mullions were metallic silver painted aluminum with steel frames supporting them. He said they would

use pervious concrete on the fire access road and wood decking on top of the ramp. He said the enclosures for the mechanical equipment and security elements at the bottom of the ramp and stairways would be metal wire mesh with green coating upon which plant material would grow.

Mr. Chris Guillard, CMG Landscape Architects, said the overall landscape concept was a key material part of the project. He said they approached the landscape design based on ecological principles but also artfully to integrate the concept of the building as a landscape, with plant treatments unique and specific to the site. He said the bands of landscaping were suggested by architect Frank Gehry. He said each of the bands had a palette associated with it. He noted that Ms. Barrie Coate, a prominent Bay area ecologist and arborist, was being consulted for plant and tree species choices suited to this site. He said that water use and efficiency was an important part in that selection. He described the various bands and associated palettes. He said the goal was to create ecological habitat, noting the meadow at the east end of the property and on the roof garden. He noted the tunnel undercrossing connection from Willow Road and a number of seating areas introduced at intersection including a bicycling fixing station. He said half of the path would be dedicated to public access and the other half for a shuttle to link the east and west campuses. He said it would look park like and natural. He said they would create a path from Willow Road and Bayfront Expressway to connect with the tunnel, and they would clean up the tunnel, and use lights to make it welcoming at night, noting it also had potential as a public art space.

Mr. William Nack, a Menlo Park resident, said he was speaking on behalf of the San Mateo County Building Trades Council, noting other members of the Council were present as well. He said they supported the Facebook proposal and staff's recommendation to move forward with the West Campus project. He said they were excited not just only for the jobs it represented to their Council members but the promise it held for all of Menlo Park and San Mateo County in terms of economic development. He said the millions of dollars generated through the East and West campuses' development agreements were important but a huge public benefit to Menlo Park and San Mateo County was that Facebook chose to locate in Menlo Park. He said Facebook's success in Menlo Park would lead other companies to want to come to San Mateo County, which would help all business sectors. He urged the Commission to recommend approval to the City Council.

Ms. Fran Dehn, Chamber of Commerce, said that this social networking company launched in 2004, did many things including helping people keep in touch, and uniting and rallying users. She said a briefing for brokers hosted by the Silicon Valley Economic Development Alliance described development opportunities along the Dumbarton corridor. She said Menlo Park's City Manager was the opening speaker and said that reasons to consider Menlo Park as a preferred business location included the demand for development, the adopted Specific Plan, the Housing Element submitted for approval, and Facebook. She said the City has seen productive land use, vacant campus and fallow parcels become much more productive and aesthetic, environmental

stewardship, LEED design, green building practices, conservation measures, economic vitality, business attraction and innovation, and most certainly jobs. She said this has been through Facebook community collaboration and investment in schools, organizations, charities as well as retail sponsorship, and of course architectural acclaim. She said having Frank Gehry's iconic cultural design innovation for the City branded it as Facebook's home. She said the Chamber urged the Commission to move forward on the project as recommended by staff. She said Facebook continued to set precedence with the technology driven design for the West Campus and that positioned Menlo Park to be one of the unique international examples of acclaim in both business innovation and architectural and environmental modernity.

Chair Ferrick closed the public hearing.

Commission Comment: Commissioner Bressler said it was a beautiful building. He said the applicants wanted more height which was offset by landscaping. He said there might be other businesses more technologically innovative than this and noted elements in the EIR of significant and unavoidable impacts. He said they had already approved the increase in the employee count. He said it was a wonderful addition aesthetically to the reputation of Menlo Park. He noted that the City still needed to grapple with significant and unavoidable impacts.

Chair Ferrick noted the various landscaping schemes. She said Oaks and other tree species would drop leaves and asked how that would be handled on the roof. Mr. Guillard said similar to native landscapes they would allow the leaf drop to return to the soil and that there would not be a lot of green waste from the site.

Chair Ferrick said that the trees proposed for the roof looked like heritage type trees and asked about the roof building materials. Mr. Guillard said technology for this type of roof garden had really advanced noting Chicago's Millennium Park and San Francisco's Union Square. He said they would use good water proofing membrane, good drainage and protection of materials separating those from the roof materials themselves.

Chair Ferrick said she liked the additional bike and shower facilities on the ground floor. She said the trip caps were reasonable and would contribute to making traffic impacts appear significantly less. She said the concepts of blending in and being a good neighbor summarized how she felt about the building and Facebook.

Commissioner Kadvany noted strong northwest winds in the area especially in the summer, and asked how the roof trees would withstand that without uprooting. Mr. Guillard said they intended to use broad canopy trees that did not have a structure as susceptible as other trees to being blown over by the wind and that they would use enough soil depth to allow the roots to spread very similarly to how they would in a natural environment.

Commissioner Kadvany noted that he agreed with Ms. Dehn's comments.

Commissioner O'Malley said he was very excited about the project and had no negative comments. He also wanted to reaffirm his excitement about the building design. He asked about the impact of a 6.0 earthquake on the roof trees or the building itself. Mr. Webb said that the design incorporated California earthquake code requirements. He noted that the soil for the roof garden put a premium on the structure. He described pilings into the ground, braced frames from the parking level, the ground and another set of braced frames bracing the main story of the building. He said quite a bit of design effort had gone into the main lateral support of the building. He said that in some places on the roof there would be more than four feet of soil depth.

Commissioner Eiref asked about the traffic pattern of people coming down Willow Road from Menlo Park toward the building, and asked if they would be allowed to turn in there. Mr. Chip Taylor, Director of Public Works, said that was only a right in, and right out access point, and was limited access for service vehicles only.

Commissioner Eiref said he was amazed at the number of employees taking alternative transportation. He asked about the number of parking spaces and employees and whether there was an assumption of at least three employees per vehicle trip or whether vehicles parked on the other side and used people movers to get across. Mr. Tenanes said about 45% of the employees came to work via some other transit than a single occupancy vehicle. Commissioner Eiref asked if vehicular use had reduced at all for the East Campus. Mr. Tenanes said they were trying to increase from the 45% to 50%. Commissioner Eiref asked if the people movers were golf carts. Mr. Tenanes said they were larger electric vehicles that hold 12 people.

Commissioner Riggs said he wanted to echo Ms. Dehn's well made comments. He noted there was 1,000 feet between the entry points of the garage and the north and south elevator towers. He asked what arrangements there were for employees who parked in one section but ended up working late and in a different section so they did not have to walk 1,500 feet to their car in the dark. Mr. Webb said it was a 1,500 foot long garage with four different entry points from parking to the building but noted that Facebook was a walking culture. Commissioner Riggs noted the ceiling height that was generous but said at 8 p.m. at night this could be a spooky space and asked about the use of artificial lighting to counteract. Mr. Tenanes said there was a similar situation on the East Campus and that had a parking lot even bigger than this one. He said there were 250 free bicycles for that campus and employees use those to ride to their cars. He said those bikes would be available to travel from the East Campus to the West Campus. He said the garage ceiling was 14 feet high and open all around the perimeter to allow daylight. He said for the linear walkway they were proposing a blue light neon strip and looking at different strategies to pave it. He said they were looking at different ideas using paint to create an engaging environment.

Commissioner Riggs commented that for the record although Facebook was not lacking in their efforts there was substantial unmitigated impact on the intersection at Marsh

Road and Middlefield Road. He said Menlo Park and Atherton were going to have to do their share and make some changes or there would be impacts in both cities in the near future that would make people unhappy. He said there was a fair amount of glass in large pieces noting differences in north and south facing glass, and asked how that was addressed. Mr. Webb said all glass would have rolling shading devices as well as blackout shades including skylights and vertical glass.

Commissioner Riggs said with the height of the ceiling in the garage that the setting sun might have a clear shot into it which could translate into safety problems. Mr. Webb said that the landscaping would hopefully solve that as well as screen the vehicles in the garage. Commissioner Riggs said that the landscaping would appear somewhat naked for awhile. Mr. Webb noted on there was a pretty significant row of trees across the north side of site and the majority of pines across that façade closest to the expressway would remain. He said that they would use about 40 % of the frontage and do in-fill between. He said on the south side large eucalyptus trees would be maintained as well as trees on the easterly side.

Chair Ferrick asked about Facebook's agreement with the Town of Atherton. Planner Grossman said the Memorandum of Agreement between the Town and Facebook related to the East Campus required the applicant to pay $350,000 to Atherton to mitigate impacts at the Marsh and Middlefield Roads intersection.

Planner Grossman noted for the record that the proposal was for the removal of 694 trees of which 175 were heritage trees and the remaining 359 were non-heritage.

Mr. Webb said that the study of maintaining trees on the site had happened after the report was submitted. He said trees were expensive and they would save as many as possible. Chair Ferrick suggested the addition of the statement that the applicant intended to keep as many trees as possible as she was concerned that the application indicated differently. Planner Grossman said this was analogous to the flexibility built in for the lot coverage and setbacks, and suggested leaving the proposed tree removals as stated in the report as sort of a worst case scenario and acknowledging through comments and public record that applicant would strive to maintain as many trees as feasible.

Commissioner Riggs thanked Planner Grossman for pointing out the difference between the presentation and what they would vote upon. He said he would have trouble approving blanket removal of trees and disagreed that there was an economic incentive to keep trees noting the minor cost of a 24-inch box tree. He said it took time to grow trees, and the proposed parapet wall was 81 feet high at some points. He asked how many of the trees the applicant could commit to saving. Mr. Guillard said for the tree disposition plan they had worked with an arborist recognizing construction needed to occur and to be compliant but also looking for some flexibility. He said some trees looked good but have health issues. He said they tagged about 25 trees along the edge that were healthy and outside the drainage zone. He said they identified five eucalyptus

trees on the south side that they think can be saved. He said that they thought they could save 30 trees and that had been what was shown in the visualization.

Chair Ferrick suggested adding a note that 20 to 25 healthy trees along the bayfront and up to five eucalyptus trees on the south side would remain. Planner Grossman suggested that staff refine something in the plans or conditions with the applicant team with perhaps some additional analysis for the Council crafting something to support compliance with the Commission's desire to have trees preserved.

Commissioner Riggs said the lot line adjustment seemed necessary only to create a bit of a stub to enable the address of 1 Facebook Way, which would not actually help anyone find the building although the building could not be missed.

Development Services Manager Murphy said staff thought the lot line adjustment was an appropriate approach as it provided the opportunity for the signalized intersection to have a cross street. He said without that the signalized intersection would be Bayfront Expressway and no other cross street.

There was Commission consensus to take the items for consideration one at a time.

Commissioner Riggs moved to recommend that the City Council adopt a Resolution adopting findings required by the California Environmental Quality Act, Statement of Overriding Considerations and Adopting the Mitigation Monitoring and Reporting Program for the property located at 312 and 313 Constitution Drive.

Commissioner Bressler said people had indicated there were impacts to intersections and other traffic sections that could be mitigated. He said there were reasons to approve this project. He said however that future projects with traffic impacts that could not be mitigated would not get his approval as this was becoming a big problem for the City.

Commissioner Riggs said he made the motion based on Facebook being asked to address traffic mitigations and that they have responded as requested. He said this did not accomplish the mitigation and his hope was the City and Town of Atherton would step forward and complete the mitigation.

Commissioner Kadvany asked what the Statement of Overriding Considerations meant to the City. Planner Grossman said most simply put that the City found that the benefits of the proposed project outweighed the physical environmental impacts identified in the certified EIR and Addendum.

Commission Action: M/S Riggs/O'Malley to recommend that the City Council adopt a Resolution adopting findings required by the California Environmental Quality Act, Statement of Overriding Considerations and Adopting the Mitigation Monitoring and Reporting Program for the property located at 312 and 313 Constitution Drive.

Motion carried 6-0, with Commissioner Onken recused.

Commission Action: M/S Riggs/Ferrick to recommend that the City Council introduce an Ordinance rezoning the property at 312 and 313 Constitution Drive from M-2 (General Industrial) to M-2(X) (General Industrial, Conditional Development).

Motion carried 6-0 with Commissioner Onken recused.

Commissioner Riggs said the landscaping was a critical part of the design ethic and the hope for blending the structure with the landscape. He said challenges included using plantings that would be sustainable. He said when Bayfront Park was created four feet of soil was added and plants planted but those had not done well either because of the wind or the soil. He add that trees 45 feet up in the air might need particularly compacted soil to endure through strong winds

Commissioner Riggs said this project changed the timing of the undercrossing schedule. He said there was a small possibility that this project might be put on hold or delayed and the undercrossing would not be done. He said the undercrossing was one of the public benefits under the East Campus development agreement. He suggested picking an opening date for the undercrossing compatible with the proposed construction of the West Campus so that if there was a delay with that construction at least the undercrossing would be built.

Planner Grossman said staff would concur with that comment and noted H-13 of the Conditional Development Permit and sequencing of undercrossing improvements 10.1 which was a requirement assuming projects were done mid-2015 that the applicant could not occupy the building until undercrossing was open. She said in the event the West Campus never developed or there was substantial delay the applicant was required to bond for the improvements on the West Campus and construct those. She said there was a commitment under the CDP that the undercrossing would be constructed even if the West Campus was not built or significantly delayed.

Commissioner Riggs said his issue was with the delay as the undercrossing had been scheduled for the end of the year originally and now would not occur until the end of 2014. He said if there was a project delay there would be yet more delay for the undercrossing. Planner Grossman said the City had not expected the application for the West Campus as quickly as it had occurred which was why the staff report that had gone previously to the Commission and City Council in May and June 2012 had indicated a three-phased approach with some interim closures while the West Campus was being constructed. She said two things had made that infeasible. She said the first was that the applicant had submitted the West Campus application a month after the entitlements and the project was moving much more quickly than staff or the applicant had anticipated which made it challenging to open the undercrossing. She said given the new design of the building a staging area was needed and the area of the

undercrossing was the only location on site where all the construction materials could be staged. She said even if they could construct something it would be unsafe to open it and there would not be any location to actually construct the pathway because of construction materials on that location.

Commissioner Riggs said in the case of construction delay for the West Campus that the construction materials would not be accessed and given that the undercrossing was at the perimeter of the site a safe area could be fenced off. He said this was worst case and not something they expected. He said if the project however were delayed for three years it would be nice to know that as soon as that delay started to trigger that the City could expect completion of the undercrossing. He said the way he read the condition was that it was bonded which meant the City would end up having to try to find a contractor to get it completed. Planner Grossman said the bonding was a requirement discussed in Section 1 of that phasing component. She said Section 3 was a construction component and that discussed having an early construction trigger to develop the West Campus undercrossing conceptual plan if the applicant was not moving forward with development of the West Campus. She said that was on page H-14 under 3.I Construction. Commissioner Riggs said it was clear Planner Grossman had done an excellent job of guiding the Commission through everything related to this project item.

Commissioner Riggs said he was concerned with the sheer expanse of stucco wall on the south façade. He said in context that the Commission has frequently criticized commercial buildings that have large uninterrupted expanses of stucco. He said the towers would be very dominant particularly from the neighborhood. He asked how they came to that finish and if there were alternatives on the board or design intent he was missing.

Mr. Webb said the towers were screening mechanical systems and required by code. Commissioner Riggs noted that these were 81 feet in height and were not required to be stucco continuous to the ground. Mr. Webb said they thought this was the best architectural response rather than the complexity of adding another material to the façade. He said on the lower portion of the façade every structural bay had a large window so that was the main part of the façade seen by neighbors; he noted that the building was distanced from the residences by railroad tracks and industrial strip. He said their intent was to keep the building simple and related to other industrial buildings in neighborhood and not make it complex by adding another material.

Commissioner Riggs noted a tower in San Francisco in a very large park that used Cortan screen which related more easily to natural materials. He said it was not the same environment but the material being uses as a backdrop from a residential neighborhood was not as bold as that being proposed here. He said the white stucco would be really lit up by the sun at least until the trees were 40 or 50 years older, and said he was not sure this material was the best solution. Mr. Webb said that their design team thought it was the best solution. Chair Ferrick said the photo-simulation of

the facade had helped her to visualize what it would look like, and it seemed that it would blend in well with the landscape. She said also from the Newbridge Avenue view that the tower seemed to also blend.

Commissioner Riggs said despite his concerns and as noted by Mr. Webb that there were different aesthetic opinions, the City was putting their trust in one of the most creative architectural teams. He moved to recommend that the City Council adopt a Resolution Approving a Conditional Development Permit for the property located at 312 and 313 Constitution Drive. Chair Ferrick seconded the motion.

Commission Action: M/S Riggs/Ferrick to recommend that the City Council adopt a Resolution of the City Council of the City of Menlo Park, California, Approving a Conditional Development Permit for the property located at 312 and 313 Constitution Drive, with the following modification.

a. Amend Condition of approval 9.10 as follows (new text underlined): Landscape Plan: During the Main Construction Phase (8.1.5), the Applicant shall submit a detailed on-site landscape plan, including the size, species, and location, and an irrigation plan shall be submitted for review and approval by the Planning, Engineering, and Transportation Divisions, prior to building permit issuance. <u>The landscape plan shall illustrate the retention of the maximum number of trees feasible, with the potential retention of approximately 30 trees previously indicated to be removed on plan sheet WL.1, to the satisfaction of the Planning Division.</u> The landscape plan shall include all onsite landscaping, adequate sight distance visibility, screening for outside utilities with labels for the utility boxes sizes and heights, and documentation confirming compliance with the Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44). The landscape plan shall include an appropriate mix of native and adapted species to complement the nearby Don Edwards San Francisco Bay National Wildlife Refuge and shall be reviewed and approved by the Community Development Director and Public Works Director prior to building permit issuance.

Motion carried 6-0 with Commissioner Onken recused.

Commission Action: M/S Riggs/O'Malley to recommend that the City Council introduce an Ordinance Approving the Development Agreement with Giant Properties, LLC for the property located at 312 and 313 Constitution Drive.

Motion carried 6-0 with Commissioner Onken recused.

Commission Action: M/S O'Malley/Riggs to recommend that the City Council adopt a Resolution Approving a Below Market Rate Housing Agreement with Giant Properties, LLC for the property located at 312 and 313 Constitution Drive. Commissioner Riggs confirmed with staff that the BMR funds received went to a dedicated fund and not to general fund.

Motion carried 6-0 with Commissioner Onken recused.

Commission Action: M/S Ferrick/Eiref to recommend that the City Council adopt a Resolution Approving the Lot Line Adjustment for the properties located at 312 and 313 Constitution Drive.

Motion carried; 6-0 with Commissioner Onken recused.

Chair Ferrick said related to the Heritage Tree Removal Permits they had discussed recommending formalization of the Commission's request to retain 20 to 25 healthy trees along the Bayfront Expressway and approximately five Eucalyptus trees on southeast corner of the property.

Planner Grossman said that wording would be better within the motion for the CDP as not all those trees might be heritage trees and suggested making the language applicable to both the CDP and Heritage Tree Removal Permits items. This was acceptable to the Commission.

Commission Action: M/S Riggs/O'Malley to recommend that the City Council adopt a Resolution Approving the Heritage Tree Removal Permits for the properties located at 312 and 313 Constitution Drive, with the following modification.

b. Require the applicant to explore retention of existing heritage trees, as required in Conditional Development Permit condition of approval 9.10, as amended.

Motion carried 6-0 with Commissioner Onken recused.

Commissioner Riggs said the project had wonderful site planning and challenging scale but dynamic and exciting forms that he was really looking forward to seeing this project built.

Commissioner Bressler said he also wanted to compliment Planner Grossman for her work on the project.

ADJOURNMENT

Meeting adjourned at 9:25 p.m.

Staff Liaison: Justin Murphy, Development Services Manager Murphy

Recording Secretary: Brenda Bennett

Approved by the Planning Commission on March 18, 2013

CMG
CONGER MOSS GUILLARD
landscape architecture

MEMORANDUM

To: **Rachel Grossman, City of Menlo Park**

Date: **March 20, 2013**

Regarding: **Facebook West Campus**
Tree Retention and Preservation

From: **Chris Guillard**

The Tree Disposition Plan included with the Plan Set submittal dated February 1, 2013, indicates the removal of all existing heritage and non-heritage trees on the site and replacement of the trees consistent with the requirements of City's Heritage Tree Ordinance. The status of the design and the need for ongoing coordination with PG&E and Caltrans precluded the designation of specific trees for retention as part of the Plan Set Submittal.

During the Planning Commission Hearing on February 25, 2013, the design team presented a series of plans and video simulations that showed retention of select trees along north edge of the property adjacent to Bay Front Expressway, because in between the February Plan Set Submittal and the Planning Commission hearing, the design team had the opportunity to complete additional design and engineering work, including site grading, utility engineering and preliminary alignment for the undergrounding of the 12 kv and 4kv power lines. The results of this work indicate that it is possible to retain approximately 20 – 25 heritage trees along the north edge of the site and an additional approximately 7 heritage trees along the southeast corner of the site. This is consistent with the images presented at the Planning Commission hearing and accurately reflects the most current design intent.

A number of design, engineering and technical coordination items need to be completed in order to confirm the tree retention/preservation plan. These include ongoing coordination with PG&E to finalize the underground power line alignments and equipment locations, additional coordination with Caltrans to address the entry drive relocation and required site lines, and completion of the final site utility and grading design.

At the request of staff, Facebook has prepared the attached Tree Preservation Exhibits including the Potential Tree Preservation Plan indicating the trees that the design team intends to retain to the maximum extent feasible and the Potential Tree Preservation Sections illustrating existing and proposed grading relative to the trees identified for preservation. An Arborist Report detailing the Tree Preservation Feasibility and Tree Protection Guidelines is also attached.

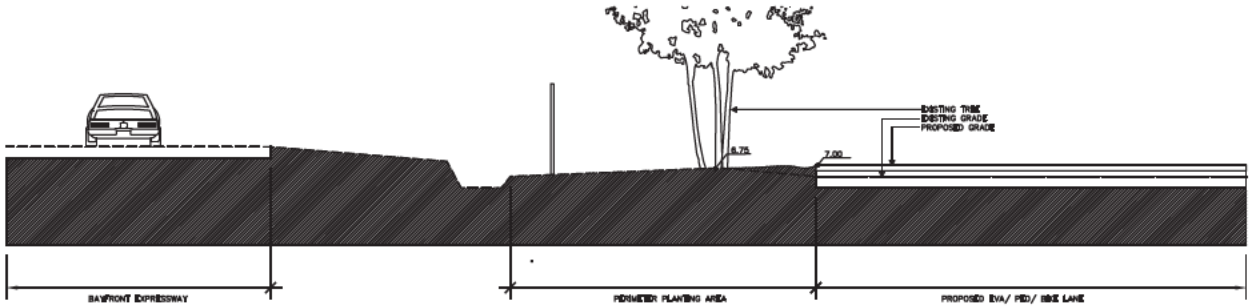
The Potential Tree Preservation Plan will be refined and finalized as part of the design process and will be submitted along with the required Landscape Plans during the Main Construction Phase.

Please do not hesitate to contact us should you have any questions about this approach.

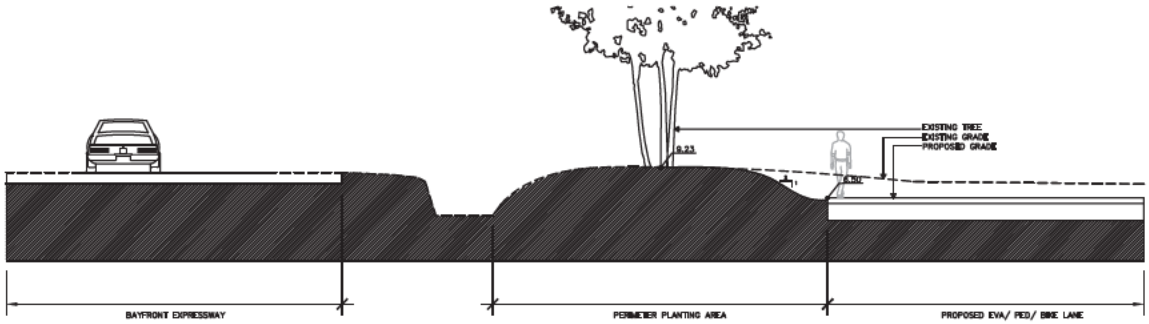
Attachments:

- Potential Tree Preservation Plan &Potential Tree Preservation Sections
- Arborists Report: Tree Preservation Feasibility and Tree Protection Guidelines

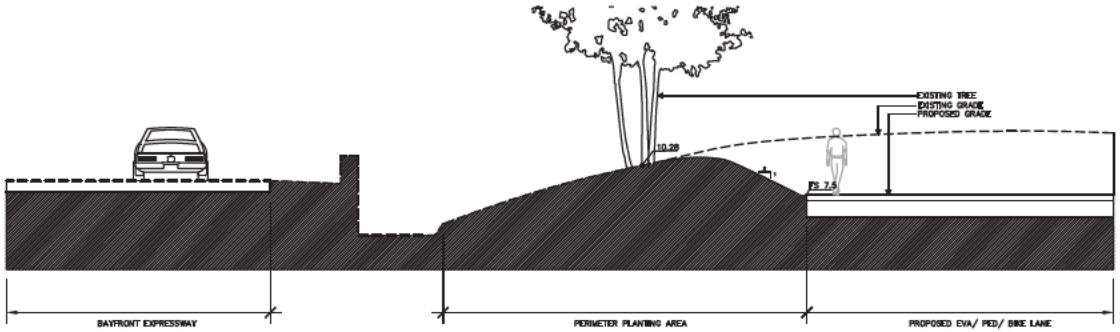
500 THIRD STREET SUITE 215 SAN FRANCISCO CALIFORNIA 94107 • TELEPHONE: 415/495-3070 • FACSIMILE: 415/495-3080



SECTION C



SECTION B



SECTION A

facebook west campus

312 & 313 CONSTITUTION DR.
MENLO PARK, CALIFORNIA

POTENTIAL TREE PRESERVATION SECTIONS

SCALE: 1"=1/8"'

MARCH 20, 2013

Arborist Report

Prepared at the request of:

CMG LANDSCAPE ARCHITECTURE

Facebook West Campus
Tree Preservation Feasibility and Protection Guidelines

DATE: 3-20-13

Prepared by:

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Introduction

This report was prepared with close consultation of Chris Guilard of CMG. This report evaluates the feasibility of retaining 20 – 25 Aleppo Pine trees and 7 Blue Gum Eucalyptus trees on the Facebook West Campus. The report also includes guidelines for the preservation of these trees. Arborists reviewed the trees on 3-18-13, during site cleanup.

Description of Potential Trees to be Preserved

The trees designated for potential retention are located in four areas of the Facebook West Campus. A total of 32 trees are designated for retention; 7 eucalyptus and 25 pines.

South-East Corner: Seven Blue Gum Eucalyptus (*Eucalyptus globulus*) were selected for retention in this area. All are full stature (have not been topped or headed) and appear to be in good health. Tree numbers are as follows: 390, 393, 394, 395, 399, 400 & 401. All are quite large with diameters ranging from 28 inches to 53 inches; heights range from 35 to 60 feet.

North-East Corner: Sixteen (16) Aleppo Pines (*Pinus halepensis*) have been selected to remain. Tree numbers include: 404, 405, 407, 408, 409, 411, 412, 413, 414, 415, 417, 418, 419, 420, 423 & 424. The tree diameters range from 20 to 36 inches. Most of the trees have a significant lean and several have poor structural qualities that could be improved by pruning. Some trees that are not designated for retention will be removed from within the stand.

Middle-North Edge: Sixteen (6) Aleppo Pines (*Pinus halepensis*) have been selected to remain. Tree numbers include: 442, 443, 454,459, 461, & 465. The tree diameters range from 15 to 24 inches. Several of the trees have poor structural qualities that could be improved by pruning. Some smaller trees that are not designated for retention will be removed from within the stand.

North-West Corner: Eight (3) Aleppo Pines are designated for retention in this area. Tree numbers include: 220, 226, & 229. Tree #228 was designated for retention but appears to have been removed. These trees are similar in condition to the other Aleppo Pines but larger. Some safety pruning may be needed here as well.

Table 1.

Survey data for potential trees to be preserved.

Tag #	Species	Diameter	Ht.	Hlth.	Str.	Notes
220	*Pinus halepensis*	17	65	G	G	Heritage tree
226	*Pinus halepensis*	15.5	40	G	P	Heritage tree; Significant included bark; Lean; *Photinia* understory
229	*Pinus halepensis*	17.5	60	G	P	Heritage tree; Lean; Included bark
390	*Eucalyptus globulus*	42	65	G	F	Heritage tree
393	*Eucalyptus globulus 'Compacta'*	37" @ 18"	45	G	F	Heritage trees Tortoise Shell Beetle
394	*Eucalyptus globulus 'Compacta'*	42" @ 1'	50	G	F	Heritage trees Tortoise Shell Beetle
395	*Eucalyptus globulus 'Compacta'*	28" @ 1'	35	P	F	Heritage tree; Tortoise Shell Beetle

399	*Eucalyptus globulus 'Compacta'*	53" @ 1'	50	G	G	
400	*Eucalyptus globulus 'Compacta'*	52" @ 3'	60	F	G	
401	*Eucalyptus globulus 'Compacta'*	30" @ 18"	40	F	F	Heritage trees; Tortoise Shell Beetle
404	*Pinus halepensis*	21	40	F	P	Heritage tree; Included bark
405	*Pinus halepensis*	15.5" @ 30"	25	G	P	
407	*Pinus halepensis*	17.5" @ 36"	20	G	P	Heritage tree; Included bark
408	*Pinus halepensis*	18" @ 30"	25	G	P	Heritage tree; Lean
409	*Pinus halepensis*	25" @ 24"	10	G	P	Heritage tree; Significant lean, laying down
411	*Pinus halepensis*	20	35	G	F	Heritage tree
412	*Pinus halepensis*	18" @ 18"	35	G	P	Heritage tree; Included bark; Multi, Euonymus understory
413	*Pinus halepensis*	20" @ 30"	40	G	F	Heritage tree; Lean
414	*Pinus halepensis*	19.5" @ 36"	40	G	G	Heritage tree
415	*Pinus halepensis*	19" @ 30"	30	G	G	Heritage tree
417	*Pinus halepensis*	20" @ 30"	30	G	F	Heritage tree; Lean
418	*Pinus halepensis*	25" @ 48"	30	F	F	Heritage tree; Lean
419	*Pinus halepensis*	16" @ 48"	30	G	G	Heritage tree; Slight lean
420	*Pinus halepensis*	17	40	G	G	Heritage tree
423	*Pinus halepensis*	15.5" @ 4"	40	F	G	Heritage tree
424	*Pinus halepensis*	19.5" @ 3'	30	G	F	Heritage tree
442	Pinus halepensis	22.5" @ 2'	40	F	P	Heritage tree; Included bark; Lean
443	Pinus halepensis	18.5" @ 2'	30	F	F	Heritage tree
454	Pinus eldarica	15	40	F	F	Heritage tree; Co-dominant
459	Pinus eldarica	18	35	F	G	Heritage tree; Pruning wounds
461	Pinus eldarica	17	40	F	P	Heritage tree; Pruning wounds; Included bark
465	Pinus eldarica	15	35	F	F	Heritage tree; Pruning wounds

TREE PRESERVATION FEASIBLITY

Though equipment is now on site and working, none of the trees are currently at risk. The project landscape architect (CMG) and arborist have reviewed existing grades as well as proposed grades, paving areas and utilities relative to the trees identified in the report and have determined that it is feasible to preserve the trees without the addition of retaining walls or other retention features.

Grading Considerations: All of the trees identified for potential retention are located in close proximity to the edge of the property where proposed grades will transition to match existing grades and significant grade changes within the critical root zone will not occur. The proximity of the proposed emergency vehicle lane (EMV) and associated excavations are the primary concern for tree preservation. The

pervious concrete paving and permeable base material will allow air and water to reach the root zone and tree protection measures will help to ensure retention and ongoing health of the trees. Still, a final determination of the feasibility of tree retention can only be made during construction when root presence/potential loss can be properly assessed.
Existing and proposed grades at the North-East Corner grouping of trees are very close to one another at elevation 6.5 -7.5 and the EMV is an adequate distance from the designated root protection zone (RPZ). Existing and proposed grades at the Middle-North Edge grouping of trees are very close one another at elevation 7.0 – 8.0 and the EMV is also an adequate distance from the RPZ. The trees located in the North-West Corner grouping are located on an existing berm at an elevation of 10 – 11 and the adjacent EMV grades in this area will be 7.5 – 8.0. Grades within the RPZ will be maintained at or near existing grades and the 2.5 – 4 foot elevation difference between the trees and the EMV will be accommodated by re-grading the berm with a maximum slope of 2H:1V. The proposed EMV is an adequate distance from the RPZ to accommodate this elevation change, however impacts to the root zone of these three trees during construction could preclude retention. The trees in the South-East Corner grouping are very close to the property line and as a result the existing and proposed grades at very close one another and adjacent paving areas including the EMV and entry drive are an adequate distance from the RPZ. Refer to the attached exhibits including the Potential Tree Preservation Plan and the Tree Preservation Sections.

Utility Considerations: CMG has also coordinated with the project civil engineer (BKF) and has confirmed that trenching the preliminary alignment for the undergrounding of the existing 12kv and 4kv power lines and other utilities including fire water, sanitary sewer, storm drain, electrical and gas will not preclude preservation of the trees.

Final Design and Agency Approvals: Although the Arborist and CMG are both confident that preservation of the trees is feasible, additional coordination is required with both PG&E and Caltrans to finalize the proposed underground power line alignment and the relocation of the main project entrance. PG&E will be responsible for the final engineering of the power line and revisions to the alignment of the line or location of utility structures could impact the retention of the trees. In addition, final engineering of site utilities, as well as coordination and permit review required to meet City and Fire District requirements could also result in design modifications that would preclude retention of the trees. To address these considerations, the Tree Disposition Plan included as part of project Plan Submittal (February 28, 2013) proposed removal and replacement of all site trees consistent with the City's Heritage Tree Ordinance. It should be noted that the trees included in this report may not be retained for the reasons cited above.

TREE PROTECTION GUIDELINES

Summary

Primary tree protection will be attained by the installation of tree protection fencing placed at the limit of the designated root protection zone (RPZ) as per specifications. Though no equipment is permitted within the RPZ, it may be practical to perform the designated tree and brush removal prior to placement of the fencing. Prior to this, the RPZ should be clearly marked with marker paint to indicate the area where handwork is required. It is recommended that some minor pruning be conducted to improve the safety of trees being retained. It is also recommended that some of the wood chips generated from tree pruning and removal be utilized as mulch around the trees to be retained. Access to the fenced RPZ areas is prohibited for personnel or storage of materials. The stored materials in the area of the Blue Gum Eucalyptus trees must be removed from within the RPZ.

Guidelines

These guidelines provide for the care and maintenance of trees before, during and after construction. The goal of tree protection and preservation guidelines is to provide for a successful transition for the trees within the modified site.

To be most effective, tree preservation and health mitigation measures should commence well before the time the trees are to be adversely impacted. Protecting the trees from mechanical injury is most effective when trees can be fenced at or beyond the limit of the RPZ. The best method of protecting the trees is exclusion of all activities from the designated RPZ. Soil compaction and storage of materials inside of the RPZ is unacceptable. There are a number of factors that influence the ability to properly retain and preserve trees. All Construction Personal are to be Aware of the Following:

- **Season** – The adverse impacts on trees from root or crown pruning are more severe when conducted during the spring. Late fall is the best time of year for root pruning.
- **Soil Texture and Compaction** – The existing soil conditions have impacted the current health. It is always helpful to identify limitations and mitigate when possible.
- **Root Depth** – Roots generally develop at a soil depth that allows for moisture and soil gas exchange. Roots tend to be shallow in clay and excessively moist soils and deeper in sandy, drier soils.
- **Prior Health of Trees**– Trees that are in poor health prior to being impacted by construction activities are less likely to survive.
- **Working inside of the designated RPZ** – Any work activities occurring inside of the designated RPZ are subject to special conditions. All excavation is by hand. Necessary root pruning is overseen and chronicled by project arborist to help in prescribing mitigation.
- **Grade Changes** – Procedures for grade cuts and elevated grades that encroach into the designated RPZ have been prescribed to reduce the short and long term health impacts. Both health mitigation and soil modifications procedures are described.
- **Pruning Needs** – A few of the trees would benefit from pruning to improve the structural safety. It is understood that the primary purpose for retaining the trees is for screening and excess pruning is not desirable.
- **Ongoing Care Needed** – All trees designated for retention will require some level of care during the construction phase. The level of care is partly determined by the amount of root loss. Under normal conditions, the designated RPZ would contain only about 25% of the total root system. Irrigation and possibly use of a water jet are the primary mitigation treatments in addition to the mulching recommended.

DESIGN

There are a number of treatments that can reduce the adverse impacts from the encroachment of walkways and roadways into the tree root zone. It is possible to remove existing soil from around roots and replace with a compaction resistant structural soil. Elevation for soil grades surrounding trees can be better tolerated when the area is first water jetted and clean-crushed drain rock is used along with a tensile fabric on top. Arborists can provide graphic details of any such treatments upon request.

PRE-CONSTRUCTION ACTIVITIES AND CONCERNS

These activities should be undertaken prior to initiation of construction activity. In addition to modifications to the project design to reduce tree impacts, all steps that improve the health of trees prior to construction will greatly improve the chance of survival.

Designate Tree Root Protection Zone (RPZ) –The tree protection zone designates an area surrounding a tree or grouping of trees that is to be fenced off from all access until designated by a certified arborist. The RPZ is commonly defined as one (1) foot radial distance for every one (1) inch in tree diameter (DBH). Example: A single stem tree measuring 30 inches in diameter, (measured at 54 inches or 4.5 feet above grade) would have a critical root zone with a radius of 30 feet. This is roughly equivalent to the area commonly referred to as the "drip zone."

Arborist can modify the RPZ distance from the base of the tree based upon site conditions and the level of root presence. It should be understood that tree roots often extend out from the base to more than three times the distance defined by the critical root zone. An arborist should monitor all grading and trenching activity that is within twice the distance of the RPZ. The larger the protection zone that is provided, the greater the likelihood of long-term tree survival.

Tree Root Protection Zone Fencing – Tree protection fencing shall be 6' tall chain link type, mounted to steel posts driven firmly two feet into the ground.

Signage on Tree Protection Fencing – Signs are to be attached to the fencing as follows: TREE PROTECTION ZONE, DO NOT ENTER

Root Protection and Root Pruning – Root protection measures must be in place prior to the beginning of construction activities. Necessary root pruning is best accomplished prior to the beginning of construction activities where excavation equipment will be used. After being exposed by hand or air excavation, roots are pruned under arborist supervision. Construction activities are then free to occur outside of the root pruning boundary.

Timing of Root Loss – Root loss that occurs in late fall is preferable to cutting tree roots in the spring. Pruning activities are best undertaken in mid to late summer or winter. Pruning both the canopy and roots at the same time should be avoided if possible.

Supplemental Irrigation - Arborist will designate supplemental irrigation based upon the level of root loss, soil conditions, tree health and time of year.

Mulching - Use of four to six inches of organic mulch (wood chips are best) on soil surface will reduce soil compaction and evaporative soil moisture loss. Recommended material is wood chips generated from tree trimming. Fresh redwood, incense cedar and walnut chips are not acceptable, nor is palm generated mulch.

Compost – Compost is often recommended for placement immediately under the mulch. Good quality compost provides nutrient value. Compost must be represented by a recent laboratory analysis to confirm quality.

Pruning – All pruning must comply with ANSI A300 Pruning Standards. Pruning must be minimized, particularly when root loss occurs. Pruning prior to construction should include: Necessary Clearance Pruning, Deadwood Removal and Safety Pruning.

TREE PROTECTION DURING CONSTRUCTION

The level of arborist monitoring of the project can be quite variable, depending upon the degree of encroachment into root systems and the early levels of contractor compliance with the tree protection guidelines.

Pre-Construction Meeting with all Construction Personnel - It is important that construction crew understands the tree protection requirements. **All personnel working on site should be provided an orientation to tree preservation measures and rules by the arborist assigned to monitor tree preservation.**

Observe Fenced RPZ – This area is off limits to all personnel, equipment, materials storage, or any other activities. Fencing may be relocated only under arborist supervision.

Soil Moisture Control - Water stress is detrimental to tree health, particularly during the spring. Supplemental irrigation is required whenever tree roots are uncovered or severed due to trenching or grading. Open trenches with exposed roots require minimum two layers of damp burlap or other acceptable covering at all times. An arborist will determine the amount of supplemental watering required based upon soil moisture investigation and weather conditions.

WORK ACTIVITIES OCCURING WITHIN THE DESIGNATED RPZ

Arborist Supervision – All activities occurring inside of the designated RPZ must be approved and an arborist must be present to supervise tree protection and root pruning activities.

Root Protection - Areas where roots cannot be fenced require protection from contaminants and compaction. The effects of foot traffic can be mitigated through the use of six (6) inches of wood chip mulch and ¾ inch plywood placed on top.

When equipment is to be used inside of the designated RPZ, soil must be covered with 12 inches of wood chips and two layers of ¾ inch plywood or one layer of 1 1/8 inch plywood or metal trench plates.

Trunk and Scaffold Protection – Whenever construction activity must occur inside the tree protection zone, the base of the tree and the first eight-feet of the trunk must be protected. Protection is generally provided by wrapping the trunk up to the first branch with 10 wraps of orange plastic construction fencing or use of straw waddles wrapped around the tree. Additional protection can be provided by either straw bales or use of vertical 2x4 boards strapped to the tree. Arborist may require any or all of the trunk protection measures depending upon the situation.

Grade Elevation Within the RPZ – The general procedure for elevation of the surface grade within the RPZ is as follows: Apply 2” of compost to the soil surface, water jet the area at 6” on center over the area to be covered. Apply 6 inches or more of clean crushed drain rock on top of the surface. Compact as deemed necessary from the top of the rock. Apply tensile fabric on top and place road base (aggregate base) on top of the fabric. Please view *Appendix 1* of this report for a graphic detail.

Grade Cuts – Grade cuts within the designated RPZ can be made only after proper root pruning has been completed. This entails first trenching along the limit of the grade cut and severing roots by hand. The tree protection fencing is then moved in to the root cut location and equipment can safely work outside the fencing.

Required Method of Trenching Within Critical Root Zone - Carefully hand excavation or tunneling shall be the accepted method for installing underground utilities. The Air Spade can also be used much more efficiently when a large amount of such trenching must be undertaken. Arborist is to supervise any such activity.

POST CONSTRUCTION MITIGATION

All valuable trees which have been impacted in any manner (root loss, soil moisture changes, or necessary pruning) will require mitigation to offset the adverse impact and maintain the level of vigor in the tree prior to being impacted impact. Trees that were not vigorous prior to construction will require extra care.

Monitoring Tree Health - Regular visual inspection of trees will aid in assessing where further mitigation is required. Tree decline should be recorded and referenced against pre-construction health assessment. Leaf and stem insects and fungal pathogens are a sign of poor tree health (low energy reserves).

Monitoring of Soil Moisture - It is important that significant changes in soil moisture levels within tree root zones be identified early, prior to visible evidence of tree decline. Moisture should be monitored by visual inspection using a soil probe or through the use of tensiometers placed at key locations. Supplemental irrigation is best provided during middle and late spring. In cases where trees have suffered root loss, supplemental irrigation will be required for a number of years in the area where roots were severed.

Mitigation of Soil Compaction - The level and depth of soil compaction must be assessed and mitigated as necessary. Mitigation of soil compaction in areas where roots are present must minimize root loss. Tools most suitable to mitigate soil compaction are the water jet or air spade.

Landscaping - All landscaping planning must take precautions when planting within the designated RPZ. All plant materials should be selected for compatibility with the favored moisture regime of the trees. With native oak trees, this is particularly critical. Irrigation must be designed to comply with the requirements of the tree species and soil conditions. Irrigation lines must minimize root loss and pass under roots when possible. Air Spade is recommended for excavation within the designated RPZ.

Continued Mulching - Mulch is extremely beneficial in creating a healthy root environment. A regular program of mulch application is recommended to help retain soil moisture, provide a source of nutrients, and help control weeds. The continued use of good quality compost as a mulch is beneficial as a source of nutrition.

Fertilization - Prior to fertilization, soil analysis and possibly leaf tissue analysis must be undertaken. Trees should be fertilized only when the nutritional limitations have been identified. Leaf tissue analysis is another excellent tool for this determination. Excessive nitrogen fertilization is known to draw sucking insects (aphid, scale, etc.) to the plants and provide nutrition to fungal pathogens in the soil.

Pest Management Program - Healthy trees do not generally have serious pest problems. Stressed trees are attractive hosts to pathogens, which can contribute to decline and eventual death. Pest management is prescribed when monitoring indicates a need and tree health is marginal.

End

Report Submitted By:
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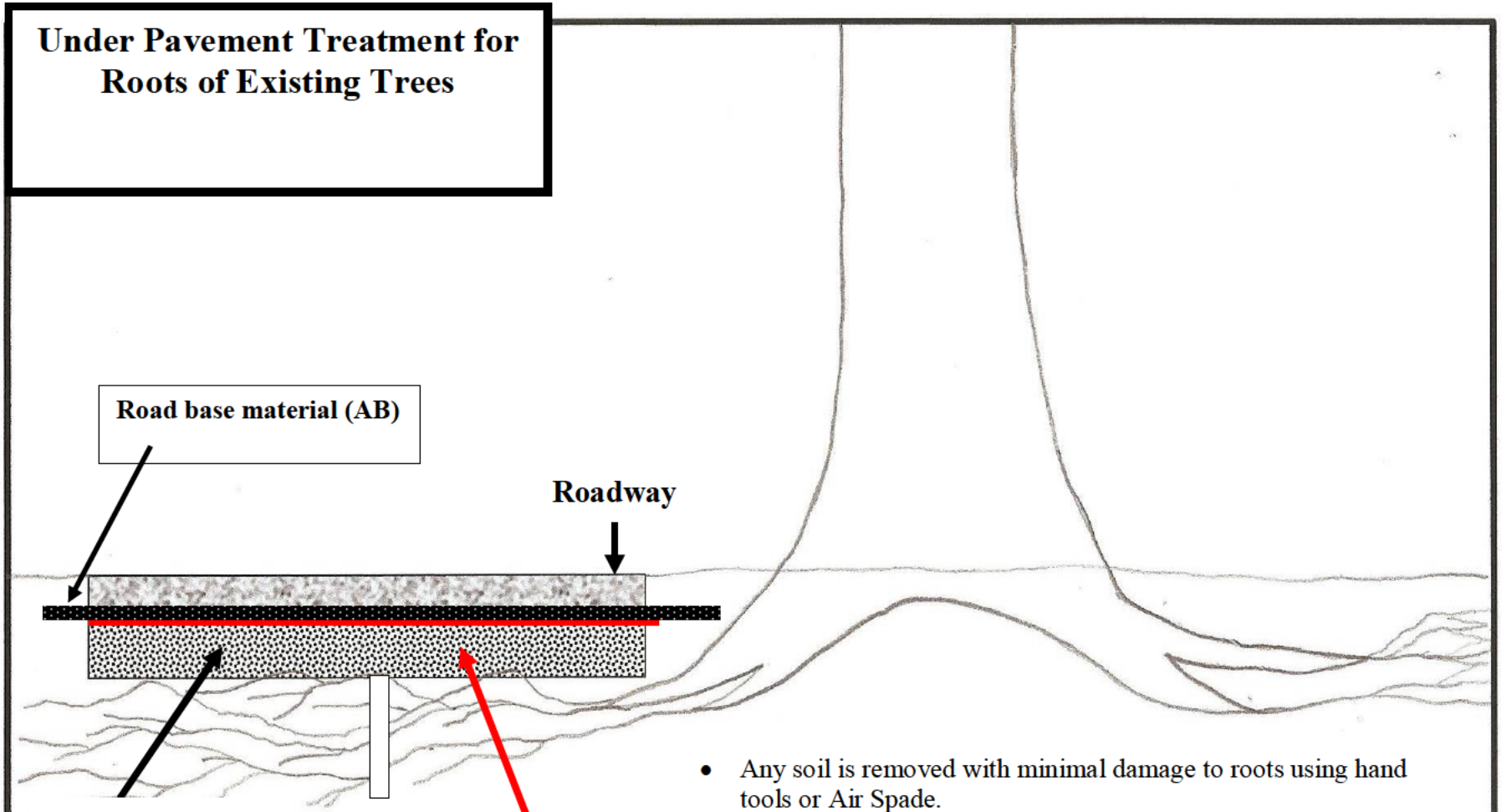
Christopher Guillard
Landscape Architect
CMG landscape architecture

Appendix Material

1. Under Pavement Treatment
2. Potential Tree Preservation Plan
3. Potential Tree Preservation Sections and Grading

Under Pavement Treatment for Roots of Existing Trees



- Any soil is removed with minimal damage to roots using hand tools or Air Spade.
- All Root Pruning is under Arborist direction.
- Water jet soil after placing 2" of compost on the soil surface.
- Some roots are allowed to remain within the rock matrix.
- Exposed roots are to be covered with burlap. Soil surface and burlap are to remain moist at all times. Burlap can be allowed to remain under Drain Rock.

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RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ADOPTING FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROPERTY LOCATED AT 312 AND 313 CONSTITUTION DRIVE

WHEREAS**,** Facebook, Inc. ("Project Sponsor") moved its operations from the City of Palo Alto to 1 Hacker Way, previously 1601 Willow Road, ("East Campus"), which is located north of US 101 near the intersection of Bayfront Expressway and Willow Road, in the City of Menlo Park ("City"); and

WHEREAS**,** the Project Sponsor proposed to increase employee density on the East Campus and redevelop the site located across Bayfront Expressway from the East Campus at 312 and 313 Constitution Drive ("West Campus") (collectively, the "Project"); and

WHEREAS**,** a Notice of Preparation ("NOP") was released for the Project on April 21, 2011 for a 36-day public review period. A public scoping meeting was held on May 16, 2011 before the City's Planning Commission. Comments received by the City on the NOP and at the public scoping meeting were taken into account during preparation of the Draft Environmental Impact Report ("EIR"); and

WHEREAS**,** the Draft EIR was released on December 8, 2011 for a 54-day extended review period that ended on January 30, 2012. The public review period included one Planning Commission hearing on January 9, 2012, which was open to the public. Comment letters on the Draft EIR were received from 11 public agencies, 14 organizations, and 25 individuals. On April 23, 2012, the City published a Response to Comments Document. The Draft EIR and Response to Comments Document, as well as all Technical Appendices, constitute the Final EIR; and

WHEREAS**,** on May 29, 2012, the City approved a Revised and Restated Conditional Development Permit ("CDP") and the 1601 Willow Road Development Agreement ("East Campus Development Agreement") for the East Campus, and certified the Final EIR ("certified EIR") for the Project; and

WHEREAS**,** the Project Sponsor now proposes to expand its operations to the West Campus and develop the property at the West Campus to accommodate approximately 2,800 employees; and

WHEREAS**,** the Project Sponsor has re-designed the West Campus program analyzed in the certified EIR ("Previously Proposed Project") and intends to demolish existing structures at the West Campus and develop one office building over at-grade parking totaling a maximum of 433,656 square feet ("Revised Project"); and

WHEREAS**,** the California Environmental Quality Act ("CEQA", Pub. 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 Revised Project's environmental impacts and mitigation measures that, in the City's view, justify approval of the Revised Project; and

WHEREAS**,** pursuant to CEQA Guidelines §15164, an Addendum to the certified EIR is appropriate where (1) the changes to the Previously Proposed Project would not cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects, (2) no substantial changes have occurred with respect to surrounding circumstances that would cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects and (3) no new information has become available that shows the changes would cause a new significant environmental effects or a substantial increase in the severity of previously identified significant effects significant new environmental impacts; and

WHEREAS**,** the City determined that an Addendum was appropriate for the Revised Project. An Addendum to the certified EIR was prepared and published in February 2013 to evaluate the Revised Project, specifically changes to the Project following certification of the Final EIR; and

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

WHEREAS**,** after notice having been lawfully given, a public hearing was held before the City Planning Commission on February 25, 2013 whereat all persons interested therein might appear and be heard; and

WHEREAS**,** the City Planning Commission having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, including the Addendum, voted affirmatively to recommend to the City Council to make the findings required by CEQA, adopt the Statement of Overriding Considerations and adopt the Mitigation Monitoring and Reporting Program; and

WHEREAS**,** after notice having been lawfully given, a public hearing was held before the City Council on March 19, 2013 whereat all persons interested therein might appear and be heard; and

WHEREAS**,** the City Council having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, including the Addendum, voted affirmatively to make the findings required by CEQA, adopt the Statement of Overriding Considerations and adopt the Mitigation Monitoring and Reporting Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby makes the following findings with respect to the Revised Project's significant

effects on the environment as identified in the certified EIR and further considered in the Addendum and hereby adopts the Mitigation Monitoring and Reporting Program ("MMRP"):

I. Record of Proceedings

For purposes of CEQA and these findings, the record of proceedings consists of the following documents and testimony:

(a) The NOP and all other public notices issued by the City in conjunction with the Project;

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

(c) The Draft EIR for the Project (December 2011);

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

(e) The Final EIR for the Project, including comments received on the Draft EIR, responses to those comments, and the technical appendices (April 2012);

(f) The Addendum for the Revised Project at the West Campus (February 2013) and any comments received thereon;

(g) The MMRP for the Revised Project;

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

(i) All documents submitted to the City (including the Planning Commission and City Council) by other public agencies or members of the public in connection with the Project, up through the close of the public review period on January 30, 2012;

(j) Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project and the Revised Project;

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

(i) The City's General Plan and other applicable policies;
(ii) The City's Zoning Ordinance and other applicable ordinances;

(iii) Information regarding the City's fiscal status; and
(iv) Applicable City policies and regulations;

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

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

II. Findings for Significant Impacts Avoided or Mitigated to a Less-Than-Significant Level

The certified EIR for the Project concluded that there would be significant environmental impacts. The Addendum confirms that the Revised Project would neither cause new significant impacts nor a substantial increase in the severity of previously identified significant effects. No changes have occurred with respect to circumstances surrounding the Previously Proposed Project that would cause significant environmental impacts to which the Revised Project would contribute considerably. In addition, no new information has become available that shows that the Previously Proposed Project or the Revised Project would cause significant new environmental impacts. Consequently, the City finds that, by incorporating into the Revised Project all the mitigation measures outlined in the MMRP, the impacts discussed below are reduced to a less-than-significant level.

A. AESTHETICS

Impact AE-3: The Revised Project could create new sources of light or glare that could adversely affect day or nighttime views. Therefore, this impact would be potentially significant.

Mitigation Measure AE-3.1: Design Lighting at the West Campus to Meet Minimum Safety and Security Standards. Concurrent with the building permit submittal, the Project Sponsor shall incorporate lighting design specifications to meet minimum safety and security standards. The comprehensive site lighting plans shall be subject to review and approval by the Planning Division prior to building permit issuance of the first building on that site. The following measures shall be included in all lighting plans:

- Luminaries shall be designed with cutoff-type fixtures or features that cast low-angle illumination to minimize incidental spillover of light onto adjacent private properties. Fixtures that shine light upward or horizontally shall not spill any light onto adjacent private properties.
- Luminaries shall provide accurate color rendering and natural light qualities. Low-pressure sodium and high-pressure sodium fixtures that are not color-corrected shall not be used, except as part of an approved sign or landscape plan.

- Luminary mountings shall be downcast and pole heights minimized to reduce potential for back scatter into the nighttime sky and incidental spillover light onto adjacent properties and undeveloped open space. Light poles shall be no higher than 20 feet. Luminary mountings shall be treated with non-glare finishes.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the lighting designs are feasible and would reduce potential light spillage impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to light spillage would not be significant.

Mitigation Measure AE-3.2: Treat Reflective Surfaces at the West Campus. The Project Sponsor shall ensure application of low-emissivity coating on exterior glass surfaces of the proposed structures. The low-emissivity coating shall reduce visible light reflection of the visible light that strikes the glass exterior and prevent interior light from being emitted brightly through the glass.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the anti-reflection designs are feasible and would reduce light reflection and glare impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to light reflection and glare would not be significant.

B. AIR QUALITY

Impact AQ-3: Construction activities at the West Campus would not generate emissions of ROG, NO_X, PM_{10} and $PM_{2.5}$ that would exceed Bay Area Air Quality Management District's (BAAQMD) significance thresholds.

Mitigation Measure AQ-3.1: Implement Recommended Dust Control Measures. BAAQMD does not have mass emission thresholds for fugitive PM, but rather requires implementation of Best Management Practices (BMPs) as mitigation measures for all proposed projects. In order to ensure that these are implemented to minimize possible fugitive PM emissions, the BMPs are designated as mitigation measures.

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.

b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

d. All vehicle speeds on unpaved roads shall be limited to 15 mph.

e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer‘s specifications. All equipment shall be checked by a certified visible emissions evaluator.

h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District‘s phone number shall also be visible to ensure compliance with applicable regulations.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the environmental effect as identified in the certified EIR. The City finds that the dust control measures are feasible and would ensure that air emissions during construction remain at a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction air emissions would not be significant.

Impact AQ-5: The Revised Project could expose sensitive receptors to substantial TACs.

Mitigation Measure AQ-5.1: Reduce Fleet-Wide Average Diesel Particulate Matter (DPM) Emissions. The Revised Project shall develop a plan that is approved by the City prior to issuance of building permits demonstrating that the off-road equipment (more than 50 horsepower) to be used for the West Campus construction (i.e., owned, leased, and subcontractor vehicles) would achieve a Project wide fleet-average 35 percent Particulate Matter reduction compared to the most recent California Air Resources Board (CARB) fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels,

engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the options for reducing construction DPM emissions are feasible and would reduce DPM emissions during construction to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to DPM emissions during construction would not be significant.

C. NOISE

Impact NO-1: Implementation of the Revised Project could result in an increase in the exposure of people to noise in excess of the standards established in the General Plan or Municipal Code.

Mitigation Measure NO-1.1: Install Sound Enclosures Around Emergency Generators on the West Campus. The Project Sponsor shall reduce the sound level from the operating generators to a maximum sound level of 88 dBA at 23 feet (7 meters) from the enclosure. Measures that could accomplish this standard include, but are not limited to, installing sound enclosures around all emergency generators, or purchasing equipment that meets this standard.

Mitigation Measure NO-1.2: Limit Generator Testing to Daytime Hours on the West Campus. The Project Sponsor shall limit generator testing to between the hours of 8:00 a.m. and 6:00 p.m.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigations: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that installing sound enclosures around emergency generators and limiting testing hours are feasible and would reduce generator noise to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to generator noise would not be significant.

Impact NO-4: Construction of the Revised Project would generate a short-term substantial increase in noise levels that would exceed ambient noise levels in the area.

Mitigation Measure NO-4.1: Implement a Construction Noise Plan to Reduce Construction Noise on the West Campus. The Project Sponsor shall submit a Construction Noise Plan for review and approval by the Planning and Building Divisions prior to the issuance of the demolition permit. The Project Sponsor shall implement the following measures during demolition and construction of the Project:

- To the extent feasible, the noisiest construction activities shall be scheduled during times that would have the least impact on nearby residential land uses. This would include restricting typical demolition and exterior construction activities to the hours of 8:00 a.m. to 6:00 p.m. Monday to Friday.
- Equipment and trucks used for Project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds) wherever feasible.
- Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for Project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible.
- Prior to any pile-driving activities, notification shall be sent to all surrounding property owners and occupants within 300 feet of the Project site informing them of the estimated start date and duration.
- Construction contractors, to the maximum extent feasible, shall be required to use “quiet” gasoline-powered compressors or other electric-powered compressors, and use electric rather than gasoline or diesel powered forklifts for small lifting.
- Stationary noise sources, such as temporary generators, shall be located as far from nearby receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.
- Install temporary plywood noise barriers eight feet in height around the construction site to minimize construction noise to 90 dBA as measured at the applicable property lines of the adjacent uses, unless an acoustical engineer submits documentation that confirms that the barriers are not necessary to achieve the attenuation levels.
- Trucks shall be prohibited from idling along streets serving the construction site.
- Implement “quiet” pile driving technology (e.g., vibratory pile driving or pre-drilled pile holes), where feasible, in consideration of geotechnical and structural requirements and conditions.
- Monitor the effectiveness of noise attenuation measures by taking noise measurements during pile driving activities.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that implementing a Construction Noise Plan is feasible and would reduce construction noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction noise would not be significant.

D. CULTURAL RESOURCES

Impact CR-2: The Revised Project has the potential to encounter and damage or destroy previously unknown subsurface archaeological resources during construction.

Mitigation Measure CR-2.1: Perform Construction Monitoring, Evaluate Uncovered Archaeological Features, and Mitigate Potential Disturbance for Identified Significant Resources at the West Campus. Prior to demolition, excavation, grading, or other construction-related activities on the West Campus, the applicant shall hire a qualified professional archaeologist (i.e., one who meets the Secretary of the Interior's professional qualifications for archaeology or one under the supervision of such a professional) to monitor, to the extent determined necessary by the archaeologist, Project-related earth-disturbing activities (e.g. grading, excavation, trenching). In the event that any prehistoric or historic-period subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian, and/or mortar are discovered during demolition/ construction-related earth-moving activities, all ground-disturbing activity within 100 feet of the discovery shall be halted immediately, and the Planning and Building Divisions shall be notified within 24 hours. City staff shall consult with the Project archeologist to assess the significance of the find. Impacts on any significant resources shall be mitigated to a less-than-significant level through data recovery or other methods determined adequate by the City and that are consistent with the Secretary of the Interior's Standards for Archaeological Documentation. If Native American archaeological, ethnographic, or spiritual resources are discovered, all identification and treatment of the resources shall be conducted by a qualified archaeologist and Native American representatives who are approved by the local Native American community as scholars of the cultural traditions. In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. When historic archaeological sites or historic architectural features are involved, all identification and treatment is to be carried out by historical archaeologists or architectural historians who meet the Secretary of the Interior's professional qualifications for archaeology and/or architectural history.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that monitoring, evaluation, and mitigation of archaeological features during construction is feasible and would reduce impacts to archaeological features to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to archeological features would not be significant.

Impact CR-3: The Revised Project has the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Mitigation Measure CR-3.1: Conduct Protocol and Procedures for Encountering Paleontological Resources at the West Campus. Prior to the start of any subsurface excavations that would extend beyond previously disturbed soils, all construction forepersons and field supervisors shall receive training by a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology (SVP), who is experienced in teaching non-specialists, to ensure they can recognize fossil materials and will follow proper notification procedures in the event any are uncovered during construction. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who will evaluate its significance.

If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards. Construction work in these areas shall be halted or diverted to allow recovery of fossil remains in a timely manner. Fossil remains collected during the monitoring and salvage portion of the mitigation program shall be cleaned, repaired, sorted, and cataloged. Prepared fossils, along with copies of all pertinent field notes, photos, and maps, shall then be deposited in a scientific institution with paleontological collections. A final Paleontological Mitigation Plan Report shall be prepared that outlines the results of the mitigation program. The City shall be responsible for ensuring that monitor's recommendations regarding treatment and reporting are implemented.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the protocol and procedures for encountering paleontological resources is feasible and would reduce impacts to paleontological features to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to paleontological features would not be significant.

Impact CR-4: The Revised Project has the potential to encounter or discover human remains during excavation or construction in the Project area.

Mitigation Measure CR-4.1: Comply with State Regulations Regarding the Discovery of Human Remains at the West Campus. If human remains are discovered during any construction activities, all ground-disturbing activity within 50 feet of the remains shall be halted immediately, and the County Coroner shall be notified immediately, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. Additionally, the Building Division shall be notified. If the remains are determined by the County Coroner to be Native American, the Native American Heritage Commission (NAHC) shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The Project Sponsor shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. As necessary, the archaeologist may provide professional assistance to the Most Likely Descendant, including the excavation and removal of the human remains. The Planning Division shall be responsible for approval of recommended mitigation as it deems appropriate, taking account of the provisions of state law, as set forth in CEQA Guidelines Section 15064.5(e) and Public Resources Code Section 5097.98. The applicant shall implement approved mitigation, to be verified by the Planning Division, before the resumption of ground-disturbing activities within 50 feet of where the remains were discovered.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the State regulations for discovery of human remains during construction are feasible and would reduce impacts to human remains to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to human remains would not be significant.

Impact C-CR-2: Construction activities on the West Campus and other cumulative development could result in impacts to archaeological resources.

Mitigation Measure CR-4.1: Mitigation Measures CR-2.1, CR-3.1, and CR-4.1 prescribe discovery procedures for any previously unknown archaeological, paleontological resources, or human remains encountered during Project construction. The discovery procedures are consistent with professional standards and, as they pertain to discovered human remains, are compliant with State law.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds compliance with these mitigation measures would reduce the Project's contribution to the cumulative impact to less than cumulatively considerable, and reduce the potentially significant cumulative impacts associated with the loss of archeological, paleontological resources, and the disturbance of human remains to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to cumulative archaeological resource impacts would not be significant.

E. BIOLOGICAL RESOURCES

Impact BR-1: The Revised Project could have a potentially significant impact, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

Mitigation Measure BR-1.1: Identify and protect roosting and breeding bats on the West Campus and provide alternative roosting habitat. The Project Sponsor shall implement the following measures to protect roosting and breeding bats found in a tree or structure to be removed with implementation of the Revised Project:

1. Prior to tree removal or demolition activities on the West Campus site, the Project Sponsor shall retain a qualified biologist to conduct a focused survey for bats and potential roosting sites within buildings to be demolished or trees to be removed. The surveys can be conducted by visual identification and can assume presence of hoary bats or the bats can be identified to a species-level with the use of a bat echolocation detector such as an "Anabat" unit. If no roosting sites or bats are found, a letter report confirming absence shall be sent to the California Department of Fish and Game and no further mitigation is required. If roosting sites or hoary bats are found, then the following monitoring, and exclusion, and habitat replacement measures shall be implemented. The letter or surveys and supplemental documents shall be provided to the City prior to demolition permit issuance.

a. If bats are found roosting outside of nursery season (May 1st through October 1st), then they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, then they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under (b). Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. A 250-foot (or as determined in consultation with the Department of Fish and Game) buffer zone shall be established around the roosting site within which no construction or tree removal shall occur.

b. Eviction of bats shall be conducted using bat exclusion techniques, developed by Bat Conservation International (BCI) and in consultation with the

Department of Fish and Game that allow the bats to exit the roosting site but prevent re-entry to the site. This would include, but not be limited to, the installation of one way exclusion devices. The devices shall remain in place for seven days and then the exclusion points and any other potential entrances shall be sealed. This work shall be completed by a BCI recommended exclusion professional. The exclusion of bats shall be timed and carried concurrently with any scheduled bird exclusion activities.

c. The loss of each roost (if any) will be replaced in consultation with the Department of Fish and Game and may include construction and installation of BCI-approved bat boxes suitable to the bat species and colony size excluded from the original roosting site. Roost replacement will be implemented before bats are excluded from the original roost sites. Once the replacement roosts are constructed and it is confirmed that bats are not present in the original roost site, the structures may be removed or sealed.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the identification and protection of roosting and breeding bats is feasible and would reduce impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to roosting and breeding bats would not be significant.

Mitigation Measure BR-1.2: Conduct preconstruction surveys for burrowing owls. No more than 30 days prior to the commencement of ground disturbing activities in the area of potentially suitable burrowing owl habitat on the West Campus, a preconstruction burrowing owl survey in compliance with California Burrowing Owl Consortium protocols shall be conducted to ensure that no owls have moved onto the West Campus. If owls are detected during the survey, additional measures are required. These measures include the following: 1) occupied burrows should not be disturbed during the burrowing owl breeding season, defined as February 1 through August 31, unless a qualified biologist approved by CDFG verifies through non-invasive methods that either the birds have not begun egg-laying and incubation, or that juveniles from the occupied burrows are foraging independently and are capable of independent survival; 2) owls on the site are passively relocated.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that preconstruction surveys are feasible and would reduce impacts to burrowing owls to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to burrowing owls would not be significant.

Impact BR-2: The Revised Project would result in potentially significant indirect effects on special-status bird and mammal species inhabiting the adjacent salt and brackish water marshes due to increased raptor predation.

Mitigation Measure BR-2.1: Landscaping Restrictions and Installation of Bird Perching Deterrents on all New Buildings and Other Elevated Structures on the West Campus. The Project Sponsor shall implement the following measures to reduce impacts to special-status marsh species:

1. For all new buildings to be constructed on the West Campus, the Project Sponsor shall install bird deterrents along suitable perching sites that would allow raptors or other predatory birds a vantage point from which to prey on western snowy plover, salt marsh harvest mouse, or other special-status species potentially inhabiting the adjacent salt marshes. Such deterrents may include one or more of the following deterrent devices as appropriate for the individual situation: bird spikes, bird netting, electric shock track, sound deterrents, or other devices approved by CDFG and/or USFWS.
2. Trees used for landscaping on the West Campus shall consist of species that generally do not reach heights of greater than 30 feet or shall be spaced at appropriate distances to reduce potential lines of sight and limit the distance perching birds could see into the adjacent salt marshes to the north. The landscaping trees may include native or non-invasive ornamental species. Species with broad canopies would be preferred, as tall narrow canopies (e.g., palms or conifers) generally provide better hunting perches for raptors.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that landscaping restrictions and perching deterrents are feasible and would reduce impacts to special-status bird and mammal species to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to special-status bird and mammal species would not be significant.

Impact BR-4: The removal of trees, shrubs, or woody vegetation with implementation of the Revised Project would have a potentially significant impact on the movement of native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. In addition, the Revised Project's building and lighting at the West Campus would have the potential to injure or cause death to birds from collision and other factors.

Mitigation Measure BR-4.1: Identify and Protect Nesting Migratory Birds at the West Campus. The Project Sponsor shall implement the following measures to reduce impacts to nesting migratory birds:

a. To facilitate compliance with State and federal law (Fish and Game Code and the Migratory Bird Treaty Act (MBTA) and prevent impacts to nesting birds, the Project Sponsor shall avoid the removal of trees, shrubs, or weedy vegetation February 1 through August 31 during the bird nesting period. If no vegetation or tree removal is proposed during the nesting period, no surveys are required. If it is not feasible to avoid the nesting period, a survey for nesting birds shall be conducted by a qualified wildlife biologist no earlier than seven days prior to the removal of trees, shrubs, weedy vegetation, buildings, or other construction activity.

b. Survey results shall be valid for the tree removals for 21 days following the survey. If the trees are not removed within the 21-day period, then a new survey shall be conducted. The area surveyed shall include all construction areas as well as areas within 150 feet outside the boundaries of the areas to be cleared or as otherwise determined by the biologist.

In the event that an active nest for a protected species of bird is discovered in the areas to be cleared, or in other habitats within 150 feet of construction boundaries, clearing and construction shall be postponed for at least two weeks or until the biologist has determined that the young have fledged (left the nest), the nest is vacated, and there is no evidence of second nesting attempts.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the pre-construction surveys are feasible and would reduce potential impacts to nesting birds to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to nesting birds would not be significant.

Mitigation Measure BR-4.2: Implement Bird-Safe Design Standards into West Campus Building and Lighting Design. All new buildings and lighting features constructed or installed at the West Campus shall be implemented to at least a level of “Select Bird-Safe Building” standards as defined in the City of San Francisco Planning Department’s “Standards for Bird-Safe Buildings,” adopted July 14, 2011. These design features shall include minimization of bird hazards as defined in the standards. With respect to lighting, the West Campus shall:

- Be designed to minimize light pollution including light trespass, over-illumination, glare, light clutter, and skyglow while using bird-friendly lighting colors when possible.
- Avoid uplighting, light spillage, event search lights, and use green and blue lights when possible.

- Turn off unneeded interior and exterior lighting from dusk to dawn during migrations: February 15 through May 31 and August 15 through November 30.
- Include window coverings on rooms where interior lighting is used at night that adequately block light transmission and motion sensors or controls to extinguish lights in unoccupied spaces.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the bird-safe design standards are feasible and would reduce potential bird hazards to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to birds would not be significant.

F. HYDROLOGY AND WATER QUALITY

Impact HY-2: The Revised Project would place structures in a Special Flood Hazard Area (SFHA).

Mitigation Measure HY-2.1: Prepare and Obtain a Conditional Letter of Map Revision – Fill (CLOMR-F) from Federal Emergency Management Agency (FEMA) Prior to Issuance of a Grading or Building Permit. Concurrent with the first building permit submittal for the West Campus, the Project Sponsor shall submit a FEMA CLOMR-F application to the Public Works Department for review and approval. In accordance with the National Flood Insurance Program (NFIP) (Code of Federal Regulations (CFR) 44 Part 65), Section 65.6 (Revision of base flood elevation determinations), the Project Sponsor shall prepare supporting data, including relevant hydraulic and hydrologic analyses, delineation of floodplain boundaries and all other information required by FEMA to review and evaluate the request for a CLOMR-F. The analyses shall clearly show revised and new floodplain boundaries, for the Project area and adjacent areas not affected by the revision, taking into account San Francisco Bay coastal floodplain maps being prepared by the U.S. Army Corps of Engineers for the San Francisquito Creek JPA-sponsored project, if such maps have been adopted by FEMA. Upon receiving City approval, the Project Sponsor shall submit the CLOMR-F application to FEMA. Prior to issuance of any grading or building permit on each site, the applicant shall obtain a CLOMR-F from FEMA. The applicant shall submit an elevation certificate prior to final signoff of the foundation inspection for each structure.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that preparing and

obtaining a CLOMR-F is feasible and would reduce potential flood risk impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to flood risks would not be significant.

Impact HY-4: The Project at the West Campus could expose people to flooding from climate change-induced sea level rise.

Mitigation Measure HY-4.1: Floodproofing of West Campus Underground Infrastructure. Prior to, or at a minimum concurrent with, the issuance of the first construction activity permit at the West Campus and in connection with applicable FEMA requirements, the City shall ensure that the Revised Project incorporates design features to flood-proof below-ground infrastructure, including storm drains, sewers, equipment facilities, to withstand hydrostatic forces and buoyancy from sea level rise changes in groundwater levels.

Mitigation Measure HY-4.2: Provide Adequate Storm Flow Conveyance Capacity For Sea Level Rise Conditions at the West Campus. Prior to, or at a minimum concurrent with, the issuance of the first construction activity permit at the West Campus, the City shall ensure that the Revised Project incorporates design features to ensure that the storm drain system conveyance capacity is not constricted by sea level rise at the outlets, including the Caltrans pump station.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigations: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that flooding proofing underground infrastructure and providing storm flow conveyance capacity is feasible and would reduce potential sea level rise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to sea level rise would not be significant.

G. HAZARDS AND HAZARDOUS MATERIALS

Impact HM-2: The Revised Project could expose people to residual contaminants in soil and/or groundwater.

Mitigation Measure HM-2.1: Update Operation, Maintenance, and Monitoring Plan (OMMP) for the West Campus. Prior to commencement of site grading on the West Campus, the Project Sponsor shall retain a qualified professional to update the OMMP to incorporate site development considerations for the West Campus to ensure

continued implementation of Article IV, Section 4.2 (Soil Management) of the Land Use Covenant (LUC).

The updated OMMP shall include, at a minimum, requirements for soil sampling and laboratory analysis, action levels triggering the need for special handling, as well as stormwater runoff controls (Mitigation Measure HM-2.7), on-site soil movement associated with excavation and fill placement, off-site soil transport (if necessary), and contingency measures in the event activities encounter soil that is odorous, stained, visibly discolored, or is questionable. The Project Sponsor shall submit the updated OMMP to the Department of Toxic Substance Control (DTSC) as required under Article IV Section 4.2 of the LUC, and in accordance with the applicable terms of the Voluntary Cleanup Agreement (VCA). The updated OMMP shall ensure that any human health risk evaluation or assessment used to support approval of soil or groundwater disturbance evaluates the proposed duration and extent of the Project activities, considers the potential for groundwater dermal exposure, and is based on the most current applicable risk evaluation methodologies. The updated OMMP shall also identify how deep foundation design and installation will be managed to reduce the potential for downward migration of contaminants in soil or groundwater.

The City shall not authorize any activity on the West Campus that has the potential to disturb soil until approved by DTSC and all necessary permits and/or approvals have been obtained, including but not limited to any permits for wells and/or borings from San Mateo County and BAAQMD.

Mitigation Measure HM-2.2: Health and Safety Plan for the West Campus. Prior to commencement of site grading on the West Campus, the Project Sponsor shall retain a qualified professional to prepare an updated Health and Safety Plan to implement Article IV, Section 4.2 (Soil Management) of the LUC. The Project Sponsor shall submit the Health and Safety Plan to DTSC as required under Article IV Section 4.2 of the LUC, and in accordance with the applicable terms of the VCA. The City shall not authorize any activity on the West Campus that has the potential to disturb soil until DTSC has approved the updated Health and Safety Plan and all necessary permits have been obtained.

Mitigation Measure HM-2.3: West Campus Construction Activity Dust Control Plan (DCP) and Asbestos Dust Management Plan (ADMP). Prior to commencement of site grading on the West Campus, the Project Sponsor shall retain a qualified professional to prepare a DCP/ADMP. The DCP shall incorporate the applicable BAAQMD pertaining to fugitive dust control. The ADMP shall be submitted to and approved by the BAAQMD prior to the beginning of construction, and the Project Sponsor must ensure the implementation of all specified dust control measures throughout the construction of the Project. The ADMP shall require compliance with specific control measures to the extent deemed necessary by the BAAQMD to meet its standard.

Mitigation Measure HM-2.4: West Campus Construction Activity Groundwater Management Plan. Prior to site grading on the West Campus, the Project Sponsor shall retain a qualified professional to prepare a Groundwater Management Plan that describes how any groundwater extracted to accommodate site preparation will be tested and disposed of in accordance with existing regulations. The City shall not

authorize any activity on the West Campus that would involve dewatering until DTSC has approved the Groundwater Management Plan and all necessary permits or approvals have been obtained, particularly if groundwater requires additional treatment and/or disposal at a permitted facility.

Mitigation Measure HM-2.5: Soil Vapor Intrusion Barrier at the West Campus. Prior to the issuance of the first building permit for the first occupied structure at the West Campus, the Project Sponsor shall retain a qualified professional to design a vapor intrusion barrier system consistent with the recommendations set forth in "Phase I Environmental Site Assessment, 312-314 Constitution Drive, Menlo Park, California" dated November 19, 2010 prepared by Cornerstone Earth Group. The City shall not issue a building permit until the vapor intrusion barrier design has been reviewed and approved by DTSC and the City Engineer has reviewed the final design plans to ensure the necessary features have been incorporated into the Revised Project. Such measures could include, but would not be limited to, gas-impermeable membranes.

Appropriate measures shall also be incorporated into Revised Project design to reduce vapor and groundwater migration through trench backfill and utility conduits. Such measures could include placement of low-permeability backfill plugs.

Mitigation Measure HM-2.6: Corrosion-Resistant Utility Pipeline Design for the West Campus. Prior to, or at a minimum concurrent with the issuance of utility improvement plan permits, the Project Sponsor shall retain a qualified licensed professional engineer to determine protective measures for utilities. The City shall not issue any permit for utility construction until the City Engineer has reviewed the final design plans to ensure the necessary corrosion-resistant features have been incorporated into the Revised Project.

Mitigation Measure HM-2.7: Stormwater Quality BMPs. The Project Sponsor shall ensure on-site detention/retention basins are lined to prevent groundwater interaction with stormwater and to prevent downward migration of stormwater into groundwater.

Mitigation Measure HM-2.8: Construction Stormwater Pollution Prevention Plan for the West Campus. The City shall not issue any permit for grading until a Stormwater Pollution Prevention Plan (SWPPP) has been completed to the satisfaction of the City and necessary construction BMPs have been incorporated into the Revised Project.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that measures to reduce soil and groundwater contamination are feasible and would reduce the impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to soil and groundwater contamination would not be significant.

Impact HM-3: Soil movement during construction of the Revised Project at the West Campus could expose ecological receptors to residual contaminants in soil and/or groundwater if measures are not implemented to control contaminants.

Mitigation Measure: See Mitigation Measure HM-2.1, above.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that implementation of an OMMP would reduce potential construction impacts to ecosystems related to handling of soil with residual contaminants and groundwater to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to ecological receptors due to residual contamination would not be significant.

Impact HM-5: Maintenance activities at the West Campus could have a potentially significant potential to disturb soil containing residual contaminants.

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

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Revised Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that recording additional restrictions is feasible and would reduce the impacts related to unexpected soil containing residual contaminants to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to unexpected soil containing residual contaminants would not be significant.

H. UTILITIES

Impact UT-3: The existing sanitary sewer system serving the Project site would not have sufficient capacity to accommodate the Project.

Mitigation Measure UT-3.1[1]: Sanitary Sewer System Improvements. The Project Sponsor shall upsize 114 linear feet of the existing 12-inch diameter pipeline that runs north along Hamilton Avenue, beginning at the Hamilton Avenue/Willow Road intersection, to a 15-inch diameter pipe. To ensure that this work is completed, the Project Sponsor shall enter into an agreement with the City concurrently with granting of land use entitlements for the East Campus and post a bond equal to 200 percent of the estimated cost of the work. In addition, the Project Sponsor shall purchase a third wastewater pump to be placed into reserve in case of pump failure at Hamilton Henderson Pump Station (HHPS). To ensure this work is completed, the Project Sponsor shall enter into an agreement with the City concurrently with granting of land use entitlements for the East Campus and post a bond equal to 120 percent of the cost of the wastewater pump.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the certified EIR. The City finds that the sanitary sewer system improvements are feasible mitigations that will reduce impacts related to insufficient wastewater conveyance capacity to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to sewer system capacity would not be significant.

III. Findings and Recommendations Regarding Significant and Unavoidable Impacts

The certified EIR for the Project concluded that there would be significant environmental impacts. The City finds that by incorporating into the Revised Project all the mitigation measures outlined in the MMRP, the impacts are reduced. However, even after mitigation, some impacts are significant and unavoidable. The City finds that there is no additional feasible mitigation that could be imposed beyond what is detailed herein. For the reasons set forth in the Statement of Overriding Considerations below, the City finds that there are economic, legal, social, technological or other benefits of the Revised Project that override the significant and unavoidable impacts.

A. TRANSPORTATON

Impact TR-6: Increases in traffic associated with the Revised Project under the Near Term 2018 East Campus and West Campus Condition would result in increased delays at several intersections during peak hours causing a potentially significant impact to the operation of the several study intersections.

[1] Even though this mitigation measure is associated with both the East Campus and West Campus components of the Project, its implementation was triggered by the East Campus approvals. Consequently, to satisfy the requirements of the East Campus MMRP, the Project Sponsor has already posted a bond for the required pipeline upsizing and has purchased the reserve pump.

Mitigation Measure TR-6.1: West Campus Vehicle Trip Cap. West Campus 1,100 vehicle trip cap for both the AM Peak Period and PM Peak Period.

This mitigation measure would reduce AM and PM peak trips, and thus reduce trips at impacted intersections, and involves the imposition of a trip cap on the West Campus comparable to the Trip Cap that is part of the Project for the East Campus.

The 1,100 peak hour vehicle trip cap has been calculated in a similar fashion to the East Campus trip cap and is based on a comparative ratio between the East and West Campus employee totals in the following manner:

> 2,800 West Campus Employees x (2,600 East Campus Peak Period Trip Cap/6,600 East Campus Employees) = 1,100 West Campus Peak Period Trip Cap

The West Campus vehicle trip cap mitigation shall generally comply with West Campus Trip Cap Monitoring and Enforcement Policy, which is included in the Conditional Development Permit. A peak period trip cap of 1,100 trips for the West Campus does not, in and of itself, fully mitigate the impacts in either the AM peak or PM peak for any of the impacted intersections. Because the proposed mitigation would not fully mitigate the impact, it remains significant and unavoidable unless the impact is fully mitigated through a specific intersection improvement as outlined below.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Mitigation Measure TR-6.1 involves a Vehicle Trip Cap to mitigate or reduce the impacts of the Revised Project under the Near Term 2018 East Campus and West Campus Condition. However, intersection impacts would remain significant and unavoidable since the impact cannot be fully mitigated unless specific intersection improvements are implemented.

Remaining Impacts: The Project-specific impacts to congestion at the affected intersections would remain significant and unavoidable.

Mitigation Measure TR-6.2: Intersection Improvements. The operations at several of the intersections could be improved by modifying the intersection geometry to provide additional capacity. Some of these modifications may be made by restriping the existing roadway; however, others may require additional right-of-way to add travel lanes. These mitigation measures are not dependent on the West Campus vehicle trip cap. See Appendix 3.5-I of the certified EIR for intersection conceptual layout plans for mitigation measures.

a. Marsh Road and Bayfront Expressway[2]

The proposed mitigation measures for the intersection of Marsh Road and Bayfront Expressway include restriping the westbound approach from a shared left-through-right lane to a shared left-through lane and a shared through-right lane.

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

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.

If Caltrans does not approve the intersection improvements proposed within five years from the East Campus Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, transit improvements, and TDM programs, throughout the City, with priority given to those portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. Although the proposed mitigations would fully mitigate the impact, the impact remains significant and unavoidable because the intersection is under the jurisdiction of Caltrans and the City cannot guarantee the mitigation measure would be implemented.

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

b. Marsh Road and US 101 NB Ramps[3]

The proposed mitigation measures for the intersection of Marsh Road and US 101 Northbound off-ramp include widening the northbound off-ramp on the western side of the approach and adding an additional left-turn lane along with adding a second right-turn lane by restriping one of the existing left-turn lanes. This improvement will require relocation of existing traffic signal poles, utility relocation and reconstruction of the curb ramp on the southwest corner of the intersection.

Prior to the approval of the East Campus Development Agreement, the Project Sponsor shall prepare a construction cost estimate for the proposed mitigation measures at the intersection of Marsh Road and US 101 Northbound off-ramp for review and approval of the Public Works Director. Within 90 days of the effective date of the East Campus Development Agreement, the Project Sponsor shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the East Campus Development Agreement, the Project Sponsor shall submit complete plans to construct the intersection improvements.

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.

If Caltrans does not approve the intersection improvements proposed within five years from the East Campus Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, transit improvements, and TDM programs, throughout the City, with priority given to those portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. Although the proposed mitigation would fully mitigate the impact, the impact remains significant and unavoidable because the intersection is

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

under the jurisdiction of Caltrans and the City cannot guarantee the mitigation measure would be implemented.

c. *Marsh Road and Middlefield Road*

Memorandum of Agreement by and Between the Town of Atherton and Facebook, Inc. Regarding the Menlo Park Facebook Campus Project. Project Sponsor shall comply with the Memorandum of Agreement by and Between the Town of Atherton and Facebook, Inc. Regarding the Menlo Park Facebook Campus Project dated July 2, 2012.

d. Willow Road and Newbridge Street[4]

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

Prior to the approval of the East Campus Development Agreement, the Project Sponsor shall prepare a construction cost estimate for the feasible mitigation measure at the intersection of Willow Road and Newbridge Street for review and approval of the Public Works Director. Within 90 days of the effective date of the East Campus Development Agreement, the Project Sponsor shall provide a performance bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the East Campus Development Agreement, the Project Sponsor shall submit complete plans to construct a westbound through/right turn lane approximately 300 feet in length, and a westbound through receiving lane, from the Willow Road and Newbridge Street intersection to the beginning of the northbound US 101 on-ramp, based on impacts to the intersections of Willow Road and Newbridge Street.

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including, but not limited to, grading and

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

drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and striping modifications. The plans shall be subject to review and approval by the City and coordination with the City of East Palo Alto Public Works Departments prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the cities of Menlo Park and East Palo Alto, if required, and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.

If Caltrans does not approve the intersection improvements proposed within five years from the East Campus Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, transit improvements, and TDM programs, throughout the City, with priority given to those portions of the City east of US 101. The partial mitigation improvements are not eligible for a Transportation Impact Fee (TIF) credit. Because the proposed mitigation would not fully mitigate the impact, it remains significant and unavoidable.

e. Willow Road and Middlefield Road[5]

See Near Term 2015 East Campus Only TR-1.1b (reproduced below)

TR-1.1b. Willow Road and Middlefield Road. The proposed mitigation measure for the intersection of Willow Road and Middlefield Road includes restriping an existing northbound through lane to a shared through a right-turn lane. Implementing this improvement would require traffic signal modifications, removal of the existing triangular median on the southeast corner of the intersection, along with realignment of the crosswalks on the south and east side of the intersection.

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

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

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director. Upon obtaining approval from the City, the Project Sponsor shall construct the improvements within 180 days of the encroachment permit approval date by the City. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit.

f. University Avenue and Bayfront Expressway[6]

See Near Term 2015 East Campus Only TR-1.1c. (reproduced below)

TR-1.1c University Avenue and Bayfront Expressway. The proposed mitigation measure for the intersection of University Avenue and Bayfront Expressway includes an additional southbound through lane and receiving lane. A revised signal timing plan would also be needed. The additional southbound through lane and southbound receiving lane are not feasible due to the right-of-way acquisition from multiple property owners, potential wetlands, relocation of the Bay Trail, and significant intersection modifications, which are under Caltrans jurisdiction. However, the installation of a Class I bikeway (portion of the Bay Trail from west of the railroad tracks to the intersection of University Avenue and Bayfront Expressway) is a feasible, partial mitigation measure for the impact. This partial mitigation measure would require paving, grading, drainage and signing and striping improvements.

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

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

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

intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.

If Caltrans does not approve the proposed improvements within five years from the East Campus Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, and transit improvements, and TDM programs throughout the City, with priority given to portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. Because the proposed mitigation would not fully mitigate the impact, it remains significant and unavoidable.

g. Bayfront Expressway and Chrysler Drive[7]

See Near Term 2015 East Campus Only TR-1.1d (reproduced below)

TR-1.1d Bayfront Expressway and Chrysler Drive. The proposed mitigation measures for the intersection of Bayfront Expressway and Chrysler Drive include restriping the existing eastbound right turn lane to a shared left-right-turn lane.

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

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.

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

If Caltrans does not approve the intersection improvements proposed within five years from the East Campus Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, and transit improvements and TDM programs, throughout the City with priority given to portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. Although the proposed mitigation would fully mitigate the impact, it remains significant and unavoidable because the intersection is under the jurisdiction of Caltrans and the City cannot guarantee the mitigation measure would be implemented.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Mitigation Measure TR-6.2 involves intersection improvements to mitigate or reduce the impacts of the Project under the Near Term 2018 Near Term 2018 East Campus and West Campus Condition. However, intersection impacts would remain significant and unavoidable since many improvements require obtaining additional right-of-way and several intersections are not under the City's jurisdiction.

Remaining Impacts: The Project-specific impacts to congestion at the foregoing intersections would remain significant and unavoidable.

Impact TR-7: Increases in traffic associated with the Project under the Near Term 2018 East Campus and West Campus Condition would result in increased volumes on Project area roadway segments.

Mitigation Measure TR-7.1: Roadway Segment Improvements. Roadways could be improved with additional travel lanes to accommodate the increase in net daily trips, but increasing the capacity of the roadway requires additional right-of-way, which can impact local property owners.

a. Marsh Road between Bay Road and the railroad tracks
See Near Term 2015 East Campus Only TR-2.1a (reproduced below)

TR-2.1a Marsh Road between Bay Road and the railroad tracks. An additional lane of travel would provide an increase in capacity and would mitigate the impacts to the roadway segment; however, the mitigation is not feasible because there is a lack of sufficient available right-of-way to construct the improvements. Therefore, the impacts to the roadway segment would remain significant and unavoidable.

b. Willow Road between Durham Street and Chester Street
See Near Term 2015 East Campus Only TR-2.1b (reproduced below)

TR-2.1b Willow Road between Durham Street and Chester Street. An additional lane of travel would provide an increase in capacity and would mitigate the impacts to the roadway segment; however, the mitigation is not feasible because there is a lack of sufficient available right-of-way to construct the improvements. Therefore, the impacts to the roadway segment would remain significant and unavoidable.

c. Willow Road between Nash Avenue and Blackburn Avenue
See Near Term 2015 East Campus Only TR-2.1c (reproduced below)

TR-2.1c Willow Road between Nash Avenue and Blackburn Avenue. An additional lane of travel would provide an increase in capacity and would mitigate the impacts to the roadway segment; however, the mitigation is not feasible because there is a lack of sufficient available right-of-way to construct the improvements. Therefore, the impacts to the roadway segment would remain significant and unavoidable.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: To improve daily roadway operations a typical mitigation measure would seek to widen the road to add travel lanes and capacity. These roadway segments would still have significant and unavoidable impacts because much of the City and surrounding areas are built out, making roadway widening difficult because right-of-way acquisition impacts local property owners.

Remaining Impacts: The Project-specific impacts to congestion at the foregoing roadway segments would remain significant and unavoidable.

Impact TR-8: Increases in traffic associated with the Project under Near Term 2018 East Campus and West Campus Condition would result in significant impacts to several Routes of Regional Significance.

Mitigation Measure TR-8.1: Routes of Regional Significance Improvements. Routes of Regional Significance could be improved with additional travel lanes, but the routes are under the jurisdiction of Caltrans.

a. SR 84 between US 101 and Willow Road
See Near Term 2015 East Campus Only TR-3.1a (reproduced below)

TR-3.1a. SR 84 between US 101 and Willow Road. Adding a travel lane would increase capacity, but adding an additional lane to the roadway is not a feasible mitigation due to right-of-way constraints and because it is under Caltrans' jurisdiction. Therefore, the impact is significant and unavoidable.

b. SR 84 between Willow Road and University Avenue
See Near Term 2015 East Campus Only TR-3.1b (reproduced below)

TR-3.1b SR 84 between Willow Road and University Avenue. Adding a travel lane would increase capacity, but adding an additional lane to the roadway is not a feasible mitigation due to right-of-way constraints and because it is under Caltrans' jurisdiction. Therefore, the impact is significant and unavoidable.

c. SR 84 between University Avenue and County Line
See Near Term 2015 East Campus Only TR-3.1c (reproduced below)

TR-3.1c SR 84 between University Avenue and County Line. Adding a travel lane would increase capacity, but adding an additional lane to the roadway is not a feasible mitigation due to right-of-way constraints and because it is under Caltrans' jurisdiction. Therefore, the impact is significant and unavoidable.

d. US 101 North of Marsh Road
See Near Term 2015 East Campus Only TR-3.1d (reproduced below)

TR-3.1d US 101 North of Marsh Road. Adding a travel lane would increase capacity, but adding an additional lane to the freeway is not a feasible mitigation due to right-of-way constraints and because it is under Caltrans' jurisdiction. Therefore, the impact is significant and unavoidable.

e. US 101 between Willow Road and University Avenue
See Near Term 2015 East Campus Only TR-3.1e (reproduced below)

TR-3.1e US 101 between Willow Road and University Avenue. Adding a travel lane would increase capacity, but adding an additional lane to the freeway is not a feasible mitigation due to right-of-way constraints and because it is under Caltrans' jurisdiction. Therefore, the impact is significant and unavoidable.

f. US 101 between South of University Avenue
See Near Term 2015 East Campus Only TR-3.1f (reproduced below)

TR-3.1f US 101 between South of University Avenue. Adding a travel lane would increase capacity, but adding an additional lane to the freeway is not a feasible mitigation due to right-of-way constraints and because it is under Caltrans' jurisdiction. Therefore, the impact is significant and unavoidable.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: A typical mitigation measure would seek to widen the road to add travel lanes and capacity. However, impacts to Routes of Regional Significance would remain significant and unavoidable because these roadways are not under the jurisdiction of the City. In addition, freeway improvement projects, which add travel

lanes are planned and funded on a regional scale and would be too costly for a single project to be expected to fund.

Remaining Impacts: The Project-specific impacts to congestion at the foregoing Routes of Regional Significance would remain significant and unavoidable.

Impact TR-11: Increases in traffic associated with the Project under the Cumulative 2025 East Campus and West Campus Condition would result in increased delays at several intersections during peak hours.

Mitigation Measure TR-11.1: Intersection Improvements. The operations at several of the intersections could be improved by modifying the intersection geometry to provide additional capacity. Some of these modifications may be made by restriping the existing roadway; however, others may require additional right-of-way when travel lanes are added.

a. Marsh Road and Bayfront Expressway
See Near Term 2018 East and West Campus TR-6.2a

b. Marsh Road and US 101 NB Ramps
See Near Term 2018 East and West Campus TR-6.2b.

c. Willow Road and Bayfront Expressway[8]
See Near Term 2015 East Campus Only TR-1.1a (reproduced below)

TR-1.1a Willow Road and Bayfront Expressway. The proposed partial mitigation measures for the intersection of Willow Road and Bayfront Expressway include an additional eastbound right turn lane with a right turn overlap phase from Willow Road to Bayfront Expressway, a new Class I bikeway between the railroad tracks and the existing Bay Trail, closing the outbound direction of the driveway at Building 10 to simplify maneuvering through the stop-controlled intersection (inbound access would still be provided), lengthening the existing right-turn pocket at the westbound approach to a full lane between Bayfront Expressway and the stop-controlled intersection, and ensuring the crosswalk at the stop-controlled intersection is accommodated safely.

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

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

effective date of the East Campus Development Agreement, the Project Sponsor shall submit complete plans to construct the intersection improvements.

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

If Caltrans does not approve the intersection improvements proposed within five years from the East Campus Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City. Construction of this improvement by the Project Sponsor shall count as a future credit toward payment of the Transportation Impact Fee (TIF) pursuant to the TIF Ordinance. In the event any portion of the intersection improvements is eligible for funding in whole or in part by C/CAG, such improvements may be deferred by the City in its sole discretion to pursue such funding and the Project Sponsor may be relieved of its responsibility to construct such portion of the intersection improvements as may be funded by C/CAG, or such responsibility may be deferred until eligibility for funding is determined.

d. Willow Road and Newbridge Street
See Near Term 2018 East and West Campus TR-6.2d.

e. Willow Road and Middlefield Road
See Near Term 2015 East Campus Only TR-1.1b.

f. University Avenue and Bayfront Expressway
See Near Term 2015 East Campus Only TR-1.1c.

g. Bayfront Expressway and Chrysler Drive
See Near Term 2015 East Campus Only TR-1.1d.

<u>Mitigation Measure TR-11.2</u>: West Campus Vehicle Trip Cap.

a. See Near Term 2018 East and West Campus TR 6.1.

Mitigation Measure TR-11.3: Intersection Improvements. The operations at several of the intersections could be improved by modifying the intersection geometry to provide additional capacity. Some of these modifications may be made by restriping the existing roadway; however, others may require additional right-of-way to add travel lanes.

a. Marsh Road and Bayfront Expressway
See Near Term 2018 East and West Campus TR-6.2a.

b. Marsh Road and US 101 NB Ramps
See Near Term 2018 East and West Campus TR-6.2b.

c. Marsh Road and Middlefield Road
See Near Term 2018 and West Campus TR-1.1b.

d. Willow Road and Bayfront Expressway
See Near Term 2015 East Campus Only TR-1.1a.

e. Willow Road and Newbridge Street
See Near Term 2018 East and West Campus TR-6.2d.

f. Willow Road and Middlefield Road
See Near Term 2015 East Campus Only TR-1.1b.

g. University Avenue and Bayfront Expressway
See Near Term 2015 East Campus Only TR-1.1c.

h. University Avenue and Donohoe Street

The proposed mitigation measures for the intersection of University Avenue and Donohoe Street include restriping the westbound approach of the intersection to add a right turn lane and modify the traffic signal to add a right turn overlap phase.

Prior to the approval of the 312 and 313 Constitution Drive, Menlo Park CA [APNs 055-260-210 & -220] (West Campus Development Agreement), the Project Sponsor shall prepare a construction cost estimate for the feasible mitigation measure at the intersection of University Avenue and Donohoe Street for review and approval of the Public Works Director. Within 90 days of the effective date of the West Campus Development Agreement, the Project Sponsor shall provide a performance bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the West Campus Development Agreement effective date, the Project Sponsor shall submit complete plans to construct the improvement.

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including, but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree

protection requirements, and striping modifications. The plans shall be subject to review and approval by the City and coordination with the City of East Palo Alto Public Works Departments prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the cities of East Palo Alto, if required, and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.

If Caltrans does not approve the intersection improvements proposed within five years from the West Campus Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released. Because the improvement is under Caltrans jurisdiction and the City cannot guarantee it would be implemented the impact remains significant and unavoidable.

i. Bayfront Expressway and Chrysler Drive
See Near Term 2015 East Campus Only TR-1.1d.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigations: These mitigation measures involve intersection improvements to mitigate or reduce the impacts of the Revised Project under the Cumulative 2025 East Campus and West Campus Condition. However, intersection impacts would not be reduced to less than significant because many improvements require obtaining additional right-of-way and several intersections are not under the City's jurisdiction.

Remaining Impacts: Impacts to intersections would remain significant and unavoidable.

Impact TR-12: Increases in traffic associated with the Revised Project under the Cumulative 2025 East Campus and West Campus Condition would result in increased volumes on Project area roadway segments.

Mitigation Measure TR-12.1: Roadway Segment Improvements. Roadways could be improved with additional travel lanes to accommodate the increase in net daily trips, but increasing the capacity of the roadway requires additional right-of-way.

a. Marsh Road between Bay Road and the railroad tracks
See Near Term 2015 East Campus Only TR-2.1a.

b. Willow Road between Durham Street and Chester Street
See Near Term 2015 East Campus Only TR-2.1b.

c. Willow Road between Nash Avenue and Blackburn Avenue
See Near Term 2015 East Campus Only TR-2.1c.

d. Middlefield Road between Linfield Drive and Survey Lane
See Near Term 2015 East Campus Only TR-2.1d.

TR-12.1d Middlefield Road between Linfield Drive and Survey Lane. An additional lane of travel would provide an increase in capacity and would mitigate the impacts to the roadway segment; however, the mitigation is not feasible because there is a lack of sufficient available right-of-way to construct the improvements. Therefore, the impacts to the roadway segment would remain significant and unavoidable.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Mitigation Measure TR-12.1 involves roadway improvements to mitigate or reduce the impacts of the Project under the Cumulative 2025 East Campus and West Campus Condition on daily roadway segment operations. However, to improve daily roadway operations, a typical mitigation measure would seek to widen the road to add travel lanes and capacity. These roadway impacts would not be reduced to less than significant because much of the City and surrounding areas are built out, making roadway widening difficult because right-of-way acquisition impacts local property owners.

Remaining Impacts: Impacts to daily roadway segment operations would remain significant and unavoidable.

Impact TR-13: Increases in traffic associated with the Revised Project under Cumulative East Campus and West Campus Condition would result in significant impacts to several Routes of Regional Significance.

Mitigation Measure TR-13.1: Routes of Regional Significance Improvements. Routes of Regional Significance could be improved with additional travel lanes, but the freeways are under the jurisdiction of Caltrans.

a. SR 84 between US 101 and Willow Road
See Near Term 2015 East Campus Only TR-3.1a.

b. SR 84 between Willow Road and University Avenue
See Near Term 2015 East Campus Only TR-3.1b

c. SR 84 between University Avenue and County Line
See Near Term 2015 East Campus Only TR-3.1c.

d. US 101 North of Marsh Road
See Near Term 2015 East Campus Only TR-3.1d.

e. US 101 between Willow Road and University Avenue
See Near Term 2015 East Campus Only TR-3.1e.

f. US 101 between South of University Avenue
See Near Term 2015 East Campus Only TR-3.1f.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Mitigation Measure TR-13.1 involves roadway improvements to mitigate or reduce the impacts of the Project under the Cumulative 2025 East Campus and West Campus Condition on Routes of Regional Significance. A typical mitigation measure would seek to widen the road to add travel lanes and capacity. However, impacts to Routes of Regional Significance would not be reduced to less than significant because these roadways are not under the jurisdiction of the City. In addition, freeway improvement projects, which add travel lanes are planned and funded on a regional scale and would be too costly for a single project to be expected to fund.

Remaining Impacts: Impacts to Routes of Regional Significance would remain significant and unavoidable.

B. AIR QUALITY

Impact AQ-2: Operation of the Revised Project would create new area and mobile sources of air pollutants that would generate emissions of Reactive Organic Gas (ROG), Nitrogen Oxide (NO_x), and Particulate PM_{10} that would exceed BAAQMD's significance thresholds.

Mitigation Measure: No mitigation measures are available to reduce this significant and unavoidable impact.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: At this time there are no feasible mitigation measures that would reduce the NO_x, ROG, and PM_{10} emissions to less than significant. Thus, this impact would be significant and unavoidable. However, the silt loading used to estimate fugitive dust emissions of PM_{10} is likely an overestimate of the actual silt loading on the roads on which the Project trips would occur based on the range of silt loadings explained in EPA's AP-42. Therefore, the actual PM_{10} emissions would likely be less than shown. Nonetheless, since site-specific silt loadings are not available at this time, and the actual reduction in emissions is speculative, the emissions are significant and unavoidable.

Remaining Impacts: The impacts to air quality associated with NO_x, ROG, and PM_{10} emissions would remain significant and unavoidable.

Impact C-AQ-2: The Revised Project, in combination with other development within the City, would create new area and mobile sources of air pollutants that would generate emissions of ROG, NO_X, and PM_{10} resulting in a violation of an Air Quality Standard.

Mitigation Measure: No mitigation measures are available to reduce this significant and unavoidable impact.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: At this time there are no feasible mitigation measures that would reduce the NO_x, ROG, and PM_{10} emissions to less than significant. Thus, this impact would be significant and unavoidable.

Remaining Impacts: The impacts to air quality associated with NO_x, ROG, and PM_{10} emissions would remain significant and unavoidable.

Impact C-AQ-5: The Revised Project, in combination with other foreseeable development in the Project vicinity, would expose sensitive receptors to substantial Toxic Air Contaminants (TAC)s.

Mitigation Measure: No mitigation measures are available to reduce this significant and unavoidable impact.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: The City explored the option of relocating sensitive receptors further from freeways or other high traffic roadways. However, relocation is not a feasible option.

Remaining Impacts: The cumulative health impacts would remain significant and unavoidable.

C. NOISE

Impact NO-1: The increase in vehicular traffic associated with implementation of the Revised Project could result in an increase in the exposure of off-site noise sensitive receptors to noise levels potentially in excess of the standards established in the General Plan or Municipal Code.

Mitigation Measure: No mitigation measures are available to reduce this significant and unavoidable impact.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: The Revised Project includes a Transportation Demand Management (TDM) program that sets forth a variety of measures designed to reduce the number of daily trips. However, the TDM program may not reduce trips enough to reduce the Project's contribution to traffic noise to a less-than-significant level. The City explored the option of installing a noise wall along the roadway segments that would experience the greatest increase in traffic noise. However, due to various restrictions including, but not limited to access requirements for driveways, presence of local cross streets, underground utilities, and safety considerations, and aesthetics, it was determined that this mitigation was not feasible. There are no other feasible mitigation measures that could reduce or eliminate the impact related to traffic noise, other than reducing traffic.

Remaining Impacts: This exposure to excessive traffic noise levels would remain significant and unavoidable.

Impact NO-2: The Revised Project could result in levels of vibration that would disrupt operations at nearby vibration-sensitive land uses.

Mitigation Measure NO-2.1: Notify Nearby Businesses of Construction Activities on the West Campus that Could Affect Vibration-Sensitive Equipment. The Project Sponsor shall provide notification to property owners and occupants of vibration-sensitive buildings within 225 feet of general construction activities and 900 feet of pile-driving activities, prior to the start of construction at the West Campus, informing them of the estimated start date and duration of vibration-generating construction activities, such as would occur during site preparation, grading, and pile driving. This notification shall include information warning about potential for impacts related to vibration-sensitive equipment. The Project Sponsor shall provide a phone number for the property owners and occupants to call if they have vibration-sensitive equipment on their sites. A copy of the notification and any responses shall be provided to the Planning Division prior to building permit issuance.

Mitigation Measure NO-2.2: Implement Construction Best Management Practices to Reduce Construction Vibration on the West Campus. If vibration-sensitive equipment is identified within 225 feet of general construction activities, including internal road construction or 900 feet of pile-driving activities on the West Campus, the Project Sponsor shall implement the following measures during construction:

- To the extent feasible, construction activities that could generate high vibration levels at identified vibration-sensitive locations shall be scheduled during times that would have the least impact on nearby land uses. This could include restricting construction activities in the areas of potential impact to the early and late hours of the work day, such as from 8:00 am to 10:00 a.m. or 4:00 p.m. to 6:00 p.m. Monday to Friday.
- Stationary sources, such as construction staging areas and temporary generators, shall be located as far from nearby vibration-sensitive receptors as possible.

• Trucks shall be prohibited from idling along streets serving the construction site where vibration-sensitive equipment is located.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigations: Construction of the West Campus would have the potential to result in significant ground-borne vibration that would disturb vibration-sensitive land uses. Although implementation of these measures would reduce ground-borne vibration impacts from construction, vibration-sensitive equipment at the TE Connectivity site, the Menlo Science and Technology Park (AMB's Park along Willow Road), and other commercial facilities (if identified), could still be exposed to excessive construction-generated vibration levels. Therefore, this impact is considered to be significant and unavoidable.

Remaining Impacts: The exposure to temporary increases in ambient noise levels would remain significant and unavoidable.

Impact NO-3: Operation of the Revised Project would result in a substantial permanent ambient noise level increase in the Project vicinity due to an increase in traffic.

Mitigation Measure: No mitigation measures are available to reduce this significant and unavoidable impact.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: The Revised Project includes a TDM program that sets forth a variety of measures designed to reduce the number of daily trips. However, the TDM program may not reduce trips enough to reduce the Revised Project's contribution to traffic noise to a less-than-significant level. The City explored the option of installing a noise wall along the roadway segments that would experience the greatest increase in traffic noise. However, due to various restrictions including, but not limited to access requirements for driveways, presence of local cross streets, underground utilities, and safety considerations, and aesthetics, it was determined that this mitigation was not feasible. There are no other feasible mitigation measures that could reduce or eliminate the impact related to traffic noise, other than reducing traffic.

Remaining Impacts: This permanent increase in ambient noise level would remain significant and unavoidable.

Impact C-NO-1: The Revised Project, in combination with other development within the City, would result in a substantial increase in exposure of persons to noise in excess of the standards established in the General Plan or Municipal Code.

Mitigation Measure: No mitigation measures are available to reduce this significant and unavoidable impact.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: The Revised Project includes a TDM program that sets forth a variety of measures designed to reduce the number of daily trips. However, the TDM program may not reduce trips enough to reduce the Revised Project's contribution to traffic noise to a less-than-significant level. The City explored the option of installing a noise wall along the roadway segments that would experience the greatest increase in traffic noise. However, due to various restrictions including, but not limited to access requirements for driveways, presence of local cross streets, underground utilities, and safety considerations, and aesthetics, it was determined that this mitigation was not feasible. There are no other feasible mitigation measures that could reduce or eliminate the impact related to traffic noise, other than reducing traffic.

Remaining Impacts: This exposure to excessive traffic noise levels would remain significant and unavoidable.

Impact C-NO-3: Operation of the Revised Project, and other cumulative developments, would result in a substantial permanent ambient noise level increase in the Project vicinity.

Mitigation Measure: No mitigation measures are available to reduce this significant and unavoidable impact.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: The Revised Project includes a TDM program that sets forth a variety of measures designed to reduce the number of daily trips. However, the TDM program may not reduce trips enough to reduce the Revised Project's contribution to traffic noise to a less-than-significant level. The City explored the option of installing a noise wall along the roadway segments that would experience the greatest increase in traffic noise. However, due to various restrictions including, but not limited to access requirements for driveways, presence of local cross streets, underground utilities, and safety considerations, and aesthetics, it was determined that this mitigation was not feasible. There are no other feasible mitigation measures that could reduce or eliminate the impact related to traffic noise, other than reducing traffic.

Remaining Impacts: This permanent increase in ambient noise level would remain significant and unavoidable.

V. Statement of Overriding Considerations

The City Council adopts and makes the following Statement of Overriding Considerations regarding the significant unavoidable impacts of the Revised Project. After review of the entire administrative record, the City Council finds that, pursuant to CEQA section 21081(b) and CEQA Guidelines section 15093, specific economic, legal, social, technological and other benefits of the Revised Project outweigh the Revised

Project's unavoidable adverse impacts and the City Council finds that the significant and unavoidable adverse impacts are acceptable in light of the Revised Project's benefits.

A. Significant Unavoidable Impacts

With respect to the foregoing findings and in recognition of those facts that are included in the entire administrative record, the City has determined that the Revised Project would result in significant unavoidable transportation impacts to intersections, roadway segments, and Routes of Regional Significance. Significant and unavoidable impacts would also occur associated with an increase in air pollutants due to an increase in vehicle trips and an increase in ambient noise levels associated with an increase in vehicle trips.

The City hereby finds that, where possible, changes or alterations have been required in or incorporated into the Revised Project that substantially lessen the significant environmental effects identified in the certified EIR. The City further finds that there are no additional feasible mitigation measures that could be imposed to reduce and/or eliminate the significant and unavoidable impacts listed above. These impacts could not be reduced to a less-than-significant level by feasible changes, mitigation measures or alterations to the Revised Project.

B. Overriding Considerations

The City Council finds that each of the overriding considerations set forth below constitutes a separate and independent ground for a finding that the benefits of the Project outweigh its significant adverse environmental impacts and is an overriding consideration warranting approval of the Revised Project.

1. Use of an underutilized site for a global headquarter campus for the world's most prominent social networking company;
2. A high-density use in close proximity to major highways and transit routes and encouragement of alternative modes of transportation through an aggressive Transportation Demand Management (TDM) program;
3. A recurring Public Benefit Payment of $150,000 for ten years;
4. Contribution of an additional $100,000 to the Local Community Fund that was established as part of the East Campus Development Agreement;
5. Property Tax Guarantee for the assessed value of the West Campus;
6. Public access to the landscaped area of the Revised Project adjacent to the undercrossing;
7. Cooperation to allow limited pedestrian and bicycle access from the TE Connectivity property to Willow Road if a future transit hub is built there and there are no convenient public transit stops for the TE Connectivity property;
8. Contribution of $100,000 to fund improvements that benefit the Belle Haven neighborhood;
9. Commitment to use Gehry Partners, LLP as the registered architect;
10. Design to Leadership in Energy and Environmental Design (LEED) Building and Construction (BD+C) Gold equivalency; and
11. Provision of a living roof design

Having identified the significant environmental effects of the Revised Project, adopted all feasible mitigation measures, identified all unavoidable significant impacts, and balanced the specific economic, legal, social, technological, and other benefits of the Revised Project, the City Council has determined that the significant and unavoidable adverse impacts are outweighed by the benefits and may be considered acceptable, and therefore approves the Revised Project as described herein.

VI. Adoption of the MMRP

The City Council hereby adopts the mitigation measures set forth for the West Campus in the certified EIR, the Addendum, and the MMRP attached hereto as Exhibit A and incorporated herein by this reference.

VII. 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, Margaret S. Roberts, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the twenty-sixth day of March, 2013, 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 twenty-sixth day of March, 2013.

Margaret S. Roberts, MMC
City Clerk

Mitigation Monitoring and Reporting Program

INTRODUCTION

The California Environmental Quality Act (CEQA) requires the adoption of feasible mitigation measures to reduce the severity and magnitude of significant environmental impacts associated with project development. An Environmental Impact Report was prepared for the proposed Menlo Park Facebook Campus Project (Project) and certified by the Menlo Park City Council in May 2012 (certified EIR). Subsequent to certification of the EIR, the applicant redesigned the West Campus component of the Project (Revised Project) and an Addendum was prepared to analyze the Revised Project. The certified EIR and the Addendum for the Revised Project at the West Campus include mitigation measures to reduce the potential environmental effects of the Project.

CEQA also requires reporting on and monitoring of mitigation measures adopted as part of the environmental review process (Public Resources Code Section 21081.6). This Mitigation Monitoring and Reporting Program (MMRP) is designed to aid the City of Menlo Park in its implementation and monitoring of measures adopted from the certified EIR.

The mitigation measures are taken from the certified EIR and Addendum for the West Campus only. The MMRP for the East Campus was approved by the Menlo Park City Council on May 29, 2012. Mitigation measures in this West Campus MMRP are assigned the same number as in the certified EIR. The MMRP is presented in table format and it describes the actions that must take place to implement each mitigation measure, the timing of those actions, the entities responsible for implementing and monitoring the actions, and verification of compliance.

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
AESTHETICS				
IMPACT BEING ADDRESSED: The Project at the West Campus could create new sources of light or glare that could adversely affect day or nighttime views. Therefore, this impact would be potentially significant. (AE-3)				
AE-3.1 – Design Lighting at the West Campus to Meet Minimum Safety and Security Standards. Concurrent with the building permit submittal, the Project Sponsor shall incorporate lighting design specifications to meet minimum safety and security standards. The comprehensive site lighting plans shall be subject to review and approval by the Planning Division prior to building permit issuance of the first building on that site. The following measures shall be included in all lighting plans:				
• Luminaries shall be designed with cutoff-type fixtures or features that cast low-angle illumination to minimize incidental spillover of light onto adjacent private properties. Fixtures that shine light upward or horizontally shall not spill any light onto adjacent private properties.	Luminaires shall be designed to cast low-angle illumination.	Submittal of lighting plan concurrent with building permit application.	Project Sponsor	City of Menlo Park Community Development Department (CDD)
• Luminaries shall provide accurate color rendering and natural light qualities. Low-pressure sodium and high-pressure sodium fixtures that are not color-corrected shall not be used, except as part of an approved sign or landscape plan.	Luminaires shall provide accurate color rendering and natural light qualities.	Submittal of lighting plan concurrent with building permit application.	Project Sponsor	CDD
• Luminary mountings shall be downcast and pole heights minimized to reduce potential for back scatter into the nighttime sky and incidental spillover light onto adjacent properties and undeveloped open space. Light poles shall be no higher than 20 feet. Luminary mountings shall be treated with non-glare finishes.	Luminary mountings shall be downcast to reduce spillover.	Submittal of lighting plan concurrent with building permit application.	Project Sponsor	CDD

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
AE-3.2 – Treat Reflective Surfaces at the West Campus. The Project Sponsor shall ensure application of low-emissivity coating on exterior glass surfaces of the proposed structures. The low-emissivity coating shall reduce visible light reflection of the visible light that strikes the glass exterior and prevent interior light from being emitted brightly through the glass.	Apply low-emissivity coating on exterior glass surfaces of the proposed structures	Submittal of proposed low-emissivity coating proposal concurrent with building permit application	Project Sponsor	
TRANSPORTATION				
IMPACT BEING ADDRESSED: Increases in traffic associated with the Project under the Near Term 2018 East Campus and West Campus Condition would result in increased delays at several intersections during peak hours causing a potentially significant impact to the operation of the several study intersections. (TR-6)				
TR-6.1 – West Campus Vehicle Trip Cap. West Campus 1,100 vehicle trip cap for both the AM Peak Period and PM Peak Period. This mitigation measure would reduce AM and PM peak trips, and thus reduce trips at impacted intersections, and involves the imposition of a trip cap on the West Campus comparable to the Trip Cap that is part of the Project for the East Campus. The 1,100 peak hour vehicle trip cap has been calculated in a similar fashion to the East Campus trip cap and is based on a comparative ratio between the East and West Campus employee totals in the following manner: 2,800 West Campus Employees x (2,600 East Campus Peak Period Trip Cap/6,600 East Campus Employees) = 1,100 West Campus Peak Period Trip Cap The West Campus vehicle trip cap mitigation shall generally comply with West Campus Trip Cap Monitoring and Enforcement Policy, which is included in the Conditional Development Permit. A peak period trip cap of 1,100 trips for the West Campus does not, in and of itself, fully mitigate the impacts in either the AM peak or PM peak for any of the impacted intersections. Because the proposed mitigation	Develop a West Campus Vehicle Trip Cap in compliance with the Trip Cap Monitoring and Enforcement Policy. Enforce the West Campus Vehicle Trip Cap.	Prior to approval of Development Agreement Throughout lifetime of Project	Project Sponsor Project Sponsor	Public Works (PW)/ CDD PW/ CDD

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
would not fully mitigate the impact, it remains significant and unavoidable unless the impact is fully mitigated through a specific intersection improvement as outlined below.				
TR-6.2 – Intersection Improvements. The operations at several of the intersections could be improved by modifying the intersection geometry to provide additional capacity. Some of these modifications may be made by restriping the existing roadway; however, others may require additional right-of-way to add travel lanes. These mitigation measures are not dependent on the West Campus vehicle trip cap. See Appendix 3.5-I of the Draft EIR for intersection conceptual layout plans for mitigation measures.	See below	See below	See below	See below
a. Marsh Road and Bayfront Expressway				
The proposed mitigation measures for the intersection of Marsh Road and Bayfront Expressway include restriping the westbound approach from a shared left-through-right lane to a shared left-through lane and a shared through-right lane.	Prepare a construction cost estimate.	Prior to approval of Development Agreement	Project Sponsor	PW
Prior to the Development Agreement[1] approval, the Project Sponsor shall prepare a construction cost estimate for the proposed mitigation measure at the intersection of Marsh Road and Bayfront Expressway for review and approval of the Public Works Director. Within 90 days of the effective date of the Development Agreement for the East Campus, the Project Sponsor shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the Development Agreement, the Project Sponsor shall submit complete plans to construct the intersection improvements.	Provide a bond for improvements.	Within 90 days of the effective date of the Development Agreement	Project Sponsor	PW
	Submit complete plans to construct the intersection improvements.	Within 180 days of the effective date of the Development Agreement	Project Sponsor	PW, Caltrans
Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to, grading and drainage				

[1] All Development Agreement references are applicable to the 1601 Willow Road (East Campus) Development Agreement, unless otherwise noted.

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans. If Caltrans does not approve the intersection improvements proposed within five years from the Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, transit improvements, and TDM programs, throughout the City, with priority given to those portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. Although the proposed mitigations would fully mitigate the impact, the impact remains significant and unavoidable because the intersection is under the jurisdiction of Caltrans and the City cannot guarantee the mitigation measure would be implemented.	Complete and submit an encroachment permit. Construct improvements.	Prior to construction of the intersection improvements. Within 180 days of Caltrans approval	Project Sponsor Project Sponsor	PW, Caltrans PW, Caltrans

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
b. Marsh Road and US 101 NB Ramps				
The proposed mitigation measures for the intersection of Marsh Road and US 101 Northbound off-ramp include widening the northbound off-ramp on the western side of the approach and adding an additional left-turn lane along with adding a second right-turn lane by restriping one of the existing left-turn lanes. This improvement will require relocation of existing traffic signal poles, utility relocation and reconstruction of the curb ramp on the southwest corner of the intersection.	Prepare a construction cost estimate.	Prior to approval of the Development Agreement	Project Sponsor	PW
Prior to the Development Agreement approval, the Project Sponsor shall prepare a construction cost estimate for the proposed mitigation measures at the intersection of Marsh Road and US 101 Northbound off-ramp for review and approval of the Public Works Director. Within 90 days of the effective date of the Development Agreement for the East Campus, the Project Sponsor shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the Development Agreement, the Project Sponsor shall submit complete plans to construct the intersection improvements.	Provide a bond for improvements.	Within 90 days of the effective day of the Development Agreement	Project Sponsor	PW
	Submit complete plans to construct the intersection improvements.	Within 180 days of the effective date of the Development Agreement	Project Sponsor	PW, Caltrans
	Complete and submit an encroachment permit.	Prior to construction of the intersection improvements	Project Sponsor	PW, Caltrans
Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from	Construct improvements.	Within 180 days of Caltrans approval	Project Sponsor	PW, Caltrans

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Caltrans. If Caltrans does not approve the intersection improvements proposed within five years from the Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, transit improvements, and TDM programs, throughout the City, with priority given to those portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. Although the proposed mitigation would fully mitigate the impact, the impact remains significant and unavoidable because the intersection is under the jurisdiction of Caltrans and the City cannot guarantee the mitigation measure would be implemented.				
c. Memorandum of Agreement by and Between the Town of Atherton and Facebook, Inc. Regarding the Menlo Park Facebook Campus Project. Facebook shall comply with the Memorandum of Agreement by and Between the Town of Atherton and Facebook, Inc. Regarding the Menlo Park Facebook Campus Project dated July 2, 2012.	Implement the Memorandum of Agreement.	Prior to approval of the Development Agreement	Project Sponsor	Town of Atherton
d. Willow Road and Newbridge Street The potential mitigation measure for the intersection of Willow Road and Newbridge Street includes an additional eastbound left-turn lane, an additional northbound receiving lane for the eastbound left turning traffic, an additional westbound through/right-turn lane, and an additional receiving lane for the westbound through traffic. The additional eastbound left-turn lane and northbound receiving				

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
lane are not feasible due to the right-of-way acquisition and property impacts required along Newbridge Street and at the southwest quadrant of the intersection, which is in the City of East Palo Alto. However, the additional westbound through/right-turn lane and westbound receiving lane is a feasible, partial mitigation measure for the impact. This partial mitigation measure would require traffic signal modifications, the removal of at least one heritage tree in front of 1157 Willow Road in order to accommodate the receiving lane, and the removal and relocation of a portion of the concrete masonry wall and landscaping near 1221 Willow Road.				
Prior to the Development Agreement approval, the Project Sponsor shall prepare a construction cost estimate for the feasible mitigation measure at the intersection of Willow Road and Newbridge Street for review and approval of the Public Works Director. Within 90 days of the effective date of the Development Agreement for the East Campus, the Project Sponsor shall provide a performance bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the Development Agreement effective date, the Project Sponsor shall submit complete plans to construct a westbound through/right turn lane approximately 300 feet in length, and a westbound through receiving lane, from the Willow Road and Newbridge Street intersection to the beginning of the northbound US 101 on-ramp, based on impacts to the intersections of Willow Road and Newbridge Street.	Prepare a construction cost estimate. Provide a bond for improvements. Submit complete plans to construct the intersection improvements.	Prior to approval of the Development Agreement Within 90 days of the effective day of the Development Agreement Within 180 days of the effective date of the Development Agreement	Project Sponsor Project Sponsor Project Sponsor	PW PW PW, Caltrans
Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including, but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and striping modifications. The plans shall be subject to review and approval by the City and coordination with the City of	Complete and submit an encroachment permit.	Prior to construction of the intersection improvements	Project Sponsor	PW, City of East Palo Alto PW, Caltrans

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
East Palo Alto Public Works Departments prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the cities of Menlo Park and East Palo Alto, if required, and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans. If Caltrans does not approve the intersection improvements proposed within five years from the Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, transit improvements, and TDM programs, throughout the City, with priority given to those portions of the City east of US 101. The partial mitigation improvements are not eligible for a Transportation Impact Fee (TIF) credit. Because the proposed mitigation would not fully mitigate the impact, it remains significant and unavoidable.	Construct improvements.	Within 180 days of Caltrans approval	Project Sponsor	PW, City of East Palo Alto PW, Caltrans

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
e. Willow Road and Middlefield Road				
See Near Term 2015 East Campus Only TR-1.1b (reproduced below)				
TR-1.1b. Willow Road and Middlefield Road				
The proposed mitigation measure for the intersection of Willow Road and Middlefield Road includes restriping an existing northbound through lane to a shared through a right-turn lane. Implementing this improvement would require traffic signal modifications, removal of the existing triangular median on the southeast corner of the intersection, along with realignment of the crosswalks on the south and east side of the intersection.				
Prior to the Development Agreement approval, the Project Sponsor shall prepare a construction cost estimate for the proposed mitigation measure at the intersection of Willow Road and Middlefield Road for review and approval of the Public Works Director. Within 90 days of the effective date of the Development Agreement for the East Campus, the Project Sponsor shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the Development Agreement, the Project Sponsor shall submit complete plans to construct the intersection improvements.	Prepare a construction cost estimate.	Prior to the Development Agreement approval	Project Sponsor	PW
	Provide a bond for improvements.	Within 90 days of the effective date of the Development Agreement	Project Sponsor	PW
Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director. Upon obtaining approval from the City, the Project Sponsor shall construct the improvements within 180 days of the encroachment permit approval date by the City. Construction of these improvements is not eligible for a Transportation	Submit complete plans to construct the intersection improvements.	Within 180 days of the effective date of the Development Agreement	Project Sponsor	PW
	Construct improvements.	Within 180 days of encroachment permit approval	Project Sponsor	PW

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Impact Fee (TIF) credit.				
f. University Avenue and Bayfront Expressway See Near Term 2015 East Campus Only TR-1.1c. (reproduced below) *TR-1.1c – University Avenue and Bayfront Expressway* The proposed mitigation measure for the intersection of University Avenue and Bayfront Expressway includes an additional southbound through lane and receiving lane. A revised signal timing plan would also be needed. The additional southbound through lane and southbound receiving lane are not feasible due to the right-of-way acquisition from multiple property owners, potential wetlands, relocation of the Bay Trail, and significant intersection modifications, which are under Caltrans jurisdiction. However, the installation of a Class I bikeway (portion of the Bay Trail from west of the railroad tracks to the intersection of University Avenue and Bayfront Expressway) is a feasible, partial mitigation measure for the impact. This partial mitigation measure would require paving, grading, drainage and signing and striping improvements.				
Prior to the Development Agreement approval, the Project Sponsor shall prepare a construction cost estimate for the proposed partial mitigation measure along University Avenue between Bayfront Expressway and the railroad tracks for review and approval of the Public Works Director.	Prepare a construction cost estimate.	Prior to approval of the Development Agreement	Project Sponsor	PW
Within 90 days of the effective date of the Development Agreement for the East Campus, the Project Sponsor shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the Development Agreement, the Project Sponsor shall submit complete plans to construct the improvements.	Provide a bond for improvements.	Within 90 days of the effective day of the Development Agreement	Project Sponsor	PW
Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way,				

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Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
including but not limited to, grading and drainage improvements, utility relocations, and signage and striping modifications. The plans shall be subject to review and approval by the City and coordination with the City of East Palo Alto Public Works Departments prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the cities of Menlo Park and East Palo Alto, if required, and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.	Submit complete plans to construct the Class I bike path.	Within 180 days of the effective date of the Development Agreement	Project Sponsor	PW (coordination with the City of East Palo Alto, Association of Bay Area Governments, Bay Trail Project, as necessary), Samtrans/JPB/CPUC and Caltrans PW, Samtrans/JPB/CPUC and Caltrans
If Caltrans does not approve the proposed improvements within five years from the Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, and transit improvements, and TDM programs throughout the City, with priority given to portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. Because the proposed mitigation would not fully mitigate the impact, it remains significant and unavoidable.	Complete and submit an encroachment permit.	Prior to construction of the intersection improvements	Project Sponsor	PW, Samtrans/JPB/CPUC and Caltrans
	Construct improvements.	Within 180 days of Caltrans approval	Project Sponsor	PW, Samtrans/JPB/CPUC and Caltrans

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
g. Bayfront Expressway and Chrysler Drive				
See Near Term 2015 East Campus Only TR-1.1d (reproduced below)				
TR-1.1d – Bayfront Expressway and Chrysler Drive				
The proposed mitigation measures for the intersection of Bayfront Expressway and Chrysler Drive include restriping the existing eastbound right turn lane to a shared left-right-turn lane.				
Prior to the Development Agreement approval, the Project Sponsor shall prepare a construction cost estimate for the proposed mitigation measures at the intersection of Bayfront Expressway and Chrysler Drive for review and approval of the Public Works Director. Within 90 days of the effective date of the Development Agreement for the East Campus, the Project Sponsor shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the Development Agreement, the Project Sponsor shall submit complete plans to construct the intersection improvements.	Prepare a construction cost estimate.	Prior to approval of the Development Agreement	Project Sponsor	PW
	Provide a bond for improvements.	Within 90 days of the effective day of the Development Agreement	Project Sponsor	PW
Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.	Submit complete plans to construct the intersection improvements.	Within 180 days of the effective date of the Development Agreement	Project Sponsor	PW, Caltrans
	Complete and submit an encroachment permit.	Prior to construction of the intersection improvements	Project Sponsor	PW, Caltrans
If Caltrans does not approve the intersection improvements proposed within five years from the Development Agreement effective date, and the Project Sponsor demonstrates that it				

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Project Sponsor submits funds equal to the bid construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, and transit improvements and TDM programs, throughout the City with priority given to portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. Although the proposed mitigation would fully mitigate the impact, it remains significant and unavoidable because the intersection is under the jurisdiction of Caltrans and the City cannot guarantee the mitigation measure would be implemented.	Construct improvements.	Within 180 days of Caltrans approval	Project Sponsor	PW, Caltrans

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Increases in traffic associated with the Project under the Cumulative 2025 East Campus and West Campus Condition would result in increased delays at several intersections during peak hours causing a potentially significant impact to the operation of the several study intersections. (TR-11)				
TR-11.1 – Intersection Improvements. The operations at several of the intersections could be improved by modifying the intersection geometry to provide additional capacity. Some of these modifications may be made by restriping the existing roadway; however, others may require additional right-of-way when travel lanes are added. See Appendix 3.5-I of the EIR for intersection conceptual layout plans for mitigation measures. *a. Marsh Road and Bayfront Expressway* See Near Term 2018 East and West Campus TR-6.2a. *b. Marsh Road and US 101 NB Ramps* See Near Term 2018 East and West Campus TR-6.2b. *c. Willow Road and Bayfront Expressway* See Near Term 2015 East Campus Only TR-1.1a (reproduced below) *TR-1.1a Willow Road and Bayfront Expressway.* The proposed partial mitigation measures for the intersection of Willow Road and Bayfront Expressway include an additional eastbound right turn lane with a right turn overlap phase from Willow Road to Bayfront Expressway, a new Class I bikeway between the railroad tracks and the existing Bay Trail, closing the outbound direction of the driveway at Building 10 to simplify maneuvering through the stop-controlled intersection (inbound access would still be provided), lengthening the existing right-turn pocket at the westbound approach to a full lane between Bayfront Expressway and the stop-controlled intersection, and ensuring the crosswalk at the stop-controlled intersection is accommodated safely. Prior to the Development Agreement approval, the Project	See above Prepare a construction cost estimate.	See above Prior to approval of the Development Agreement	See above Project Sponsor	See above PW

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Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Sponsor shall prepare a construction cost estimate for the proposed mitigation measures at the intersection of Willow Road and Bayfront Expressway for review and approval of the Public Works Director. Within 90 days of the effective date of the Development Agreement for the East Campus, the Project Sponsor shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency.	Provide a bond for improvements.	Within 90 days of the effective day of the Development Agreement	Project Sponsor	PW
Within 180 days of the effective date of the Development Agreement, the Project Sponsor shall submit complete plans to construct the intersection improvements.	Submit complete plans to construct the intersection improvements.	Within 180 days of the effective date of the Development Agreement	Project Sponsor	PW
Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way and on the East Campus egress approach, including but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, signage and striping modifications further west on Willow Road, and the design of the eastbound direction Class I bikeway from the railroad tracks to the intersection of Willow Road and Bayfront Expressway. The plans shall be subject to review and approval of the Public Works Department prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements.	Construct Improvements			
	Complete and submit an encroachment permit.	Prior to construction of the intersection improvements	Project Sponsor	PW, Caltrans
The Project Sponsor shall construct the on-site improvements within 180 days of City approval of the plans. The Project Sponsor shall construct the off-site improvements within 180 days of receiving approval from Caltrans.	Construct improvements.	Within 180 days of Caltrans approval	Project Sponsor	PW, Caltrans
If Caltrans does not approve the intersection improvements proposed within five years from the Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond				

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
shall be released by the City. Construction of this improvement by the Project Sponsor shall count as a future credit toward payment of the Transportation Impact Fee (TIF) pursuant to the TIF Ordinance. In the event any portion of the intersection improvements is eligible for funding in whole or in part by C/CAG, such improvements may be deferred by the City in its sole discretion to pursue such funding and the Project Sponsor may be relieved of its responsibility to construct such portion of the intersection improvements as may be funded by C/CAG, or such responsibility may be deferred until eligibility for funding is determined. *d. Willow Road and Newbridge Street* See Near Term 2018 East and West Campus TR-6.2d. *e. Willow Road and Middlefield Road* See Near Term 2015 East Campus Only TR-1.1b. *f. University Avenue and Bayfront Expressway* See Near Term 2015 East Campus Only TR-1.1c. *g. Bayfront Expressway and Chrysler Drive* See Near Term 2015 East Campus Only TR-1.1d.				
TR-11.2 – West Campus Vehicle Trip Cap. *a. See Near Term 2018 East and West Campus TR-6.1.*	See above	See above	See above	See above

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
TR-11.3 – Intersection Improvements. The operations at several of the intersections could be improved by modifying the intersection geometry to provide additional capacity. Some of these modifications may be made by restriping the existing roadway; however, others may require additional right-of-way to add travel lanes. See Appendix 3.5-I of the EIR for intersection conceptual layout plans for mitigation measures. *a. Marsh Road and Bayfront Expressway* See Near Term 2018 East and West Campus TR-6.2a. *b. Marsh Road and US 101 NB Ramps* See Near Term 2018 East and West Campus TR-6.2b. *c. Marsh Road and Middlefield Road* See Near Term 2018 and West Campus TR-1.1b. *d. Willow Road and Bayfront Expressway* See Near Term 2015 East Campus Only TR-1.1a. *e. Willow Road and Newbridge Street* See Near Term 2018 East and West Campus TR-6.2d. *f. Willow Road and Middlefield Road* See Near Term 2015 East Campus Only TR-1.1b. *g. University Avenue and Bayfront Expressway* See Near Term 2015 East Campus Only TR-1.1c.	See above	See above	See above	See above
h. University Avenue and Donohoe Street The proposed mitigation measures for the intersection of University Avenue and Donohoe Street include restriping the westbound approach of the intersection to add a right turn lane and modify the traffic signal to add a right turn overlap phase. Prior to the West Campus Development Agreement approval, the Project Sponsor shall prepare a construction cost estimate for the feasible mitigation measure at the intersection of	Prepare a construction cost estimate.	Prior to approval of the Development Agreement	Project Sponsor	PW

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
University Avenue and Donohoe Street for review and approval of the Public Works Director. Within 90 days of the effective date of the Development Agreement for the West Campus, the Project Sponsor shall provide a performance bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the West Campus Development Agreement effective date, the Project Sponsor shall submit complete plans to construct the improvement.	Provide a bond for improvements.	Within 90 days of the effective day of the Development Agreement	Project Sponsor	PW
	Complete and submit an encroachment permit	Within 180 days of the effective date of the Development Agreement	Project Sponsor	PW, Caltrans
Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including, but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and striping modifications. The plans shall be subject to review and approval by the City and coordination with the City of East Palo Alto Public Works Departments prior to submittal to Caltrans. The Project Sponsor shall complete and submit an encroachment permit for approval by the cities of East Palo Alto, if required, and Caltrans prior to construction of the intersection improvements. The Project Sponsor shall construct the improvements within 180 days of receiving approval from Caltrans.	Submit complete plans to construct the intersection improvements.	Prior to construction of the intersection improvements	Project Sponsor	East Palo Alto, PW, and Caltrans
	Construct Improvements	Within 180 days of Caltrans approval	Project Sponsor	PW, Caltrans
If Caltrans does not approve the intersection improvements proposed within five years from the West Campus Development Agreement effective date, and the Project Sponsor demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Project Sponsor shall be relieved of responsibility to construct the improvement and the bond shall be released. Because the improvement is under Caltrans jurisdiction and the City cannot guarantee it would be implemented the impact remains significant and unavoidable.				

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
i. Bayfront Expressway and Chrysler Drive See Near Term 2015 East Campus Only TR-1.1d.	See above	See above	See above	See above
AIR QUALITY				
IMPACT BEING ADDRESSED: Construction activities at the West Campus would not generate emissions of ROG, NO_X, PM_{10}, and $PM_{2.5}$ that would exceed BAAQMD's significance thresholds. (AQ-3)				
AQ-3.1 – Implement Recommended Dust Control Measures. BAAQMD does not have mass emission thresholds for fugitive PM, but rather requires implementation of Best Management Practices (BMPs) as mitigation measures for all proposed projects. In order to ensure that these are implemented to minimize possible fugitive PM emissions, the BMPs are designated as mitigation measures.		Measures shown on plans, construction documents and ongoing during demolition, excavation and construction	Project Sponsor and Contractor(s)	PW/ CDD
a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.	Exposed soil surfaces shall be watered twice daily.			
b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.	Trucks carrying demolition debris shall be covered.			
c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.	Mud or dirt carried from construction areas shall be cleaned daily.			
d. All vehicle speeds on unpaved roads shall be limited to 15 mph.	Speed limit on unpaved roads shall be 15 mph.			
e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.	Areas planned for paving shall be completed as soon as possible.			

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.	Idling times shall be minimized.			
g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer‘s specifications. All equipment shall be checked by a certified visible emissions evaluator.	Construction equipment shall be property maintained.			
h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District‘s phone number shall also be visible to ensure compliance with applicable regulations.	Point of contact for dust complaints shall be posted.			
IMPACT BEING ADDRESSED: The Project at the West Campus could expose sensitive receptors to substantial TACs. (AQ-5)				
AQ-5.1 – Reduce Fleet-Wide Average DPM Emissions. The Revised Project shall develop a plan that is approved by the City prior to issuance of building permits demonstrating that the off-road equipment (more than 50 horsepower) to be used for the West Campus construction (i.e., owned, leased, and subcontractor vehicles) would achieve a Revised Project wide fleet-average 35 percent PM reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available.	Include in all construction contracts requirements to reduce the DPM emissions generated by heavy duty diesel-powered construction equipment.	Plan shall be submitted concurrently with building permit application.	Project Sponsor and Contractor(s)	CDD

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Construction activities associated with the West Campus, in combination with other construction activities in the City, could generate dust or diesel emissions, thus exposing people to particulate matter. (C-AQ-3)				
See Mitigation Measure AQ-3.1.				
NOISE				
IMPACT BEING ADDRESSED: Implementation of the Project at the West Campus could result in an increase in the exposure of people to noise in excess of the standards established in the General Plan or Municipal Code. (NO-1)				
NO-1.1 – Install Sound Enclosures Around Emergency Generators on the West Campus. The Project Sponsor shall reduce the sound level from the operating generators to a maximum sound level of 88 dBA at 23 feet (7 meters) from the enclosure. Measures that could accomplish this standard include, but are not limited to, installing sound enclosures around all emergency generators, or purchasing equipment that meets this standard.	Install sound enclosures for emergency generators.	Prior to occupancy	Project Sponsor and Contractor(s)	CDD
NO-1.2 – Limit Generator Testing to Daytime Hours on the West Campus. The Project Sponsor shall limit generator testing to between the hours of 8:00 a.m. and 6:00 p m.	Limit generator testing to daytime hours.	Ongoing during occupancy	Project Sponsor	CDD
IMPACT BEING ADDRESSED: The Project at the West Campus could result in levels of vibration that would disrupt operations at nearby vibration-sensitive land uses. (NO-2)				
NO-2.1 – Notify Nearby Businesses of Construction Activities on the West Campus that Could Affect Vibration-Sensitive Equipment. The Project Sponsor shall provide notification to property owners and occupants of vibration-sensitive buildings within 225 feet of general construction activities and 900 feet of pile-driving activities, prior to the start of construction at the West Campus, informing them of the estimated start date and duration of vibration-generating construction activities, such as would occur during site preparation, grading, and pile driving. This notification shall include information warning about potential for impacts related to vibration-sensitive equipment. The Project Sponsor shall provide a phone number for the property owners and	Provide notification to adjacent property owners and occupants, informing them of the estimated start date and duration of vibration-generating construction activities.	Prior to construction	Project Sponsor	CDD

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
occupants to call if they have vibration-sensitive equipment on their sites. A copy of the notification and any responses shall be provided to the Planning Division prior to building permit issuance.				
NO-2.2 – Implement Construction Best Management Practices to Reduce Construction Vibration on the West Campus. If vibration-sensitive equipment is identified within 225 feet of general construction activities, including internal road construction or 900 feet of pile-driving activities on the West Campus, the Project Sponsor shall implement the following measures during construction: • To the extent feasible, construction activities that could generate high vibration levels at identified vibration-sensitive locations shall be scheduled during times that would have the least impact on nearby land uses. This could include restricting construction activities in the areas of potential impact to the early and late hours of the work day, such as from 8:00 a m. to 10:00 a m. or 4:00 p.m. to 6:00 p m. Monday to Friday. • Stationary sources, such as construction staging areas and temporary generators, shall be located as far from nearby vibration-sensitive receptors as possible. • Trucks shall be prohibited from idling along streets serving the construction site where vibration-sensitive equipment is located.	Implement construction best management practices to reduce construction vibration.	Measures shown on plans, construction documents and specification and ongoing through construction	Project Sponsor and Contractor(s)	CDD

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Construction of the Project at the West Campus would generate a short-term substantial increase in noise levels that would exceed ambient noise levels in the area. (NO-4)				
NO-4.1 – Implement a Construction Noise Plan to Reduce Construction Noise on the West Campus. The Project Sponsor shall submit a Construction Noise Plan for review and approval by the Planning and Building Divisions prior to the issuance of the demolition permit. The Project Sponsor shall implement the following measures during demolition and construction of the Revised Project:		Prior to issuance of demolition permit	Project Sponsor and Contractor(s)	CDD
• To the extent feasible, the noisiest construction activities shall be scheduled during times that would have the least impact on nearby residential land uses. This would include restricting typical demolition and exterior construction activities to the hours of 8:00 a m. to 6:00 p.m. Monday to Friday.	Schedule noisiest construction activities during times that will have the least impact on residential uses.			
• Equipment and trucks used for Project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds) wherever feasible.	Construction equipment shall use best available noise control techniques.			
• Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for Project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible.	Impact tools shall be hydraulically or electrically powered wherever possible.			

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• Prior to any pile-driving activities, notification shall be sent to all surrounding property owners and occupants within 300 feet of the Project site informing them of the estimated start date and duration.	Notification of pile driving activities shall be given to surrounding owners and occupants.			
• Construction contractors, to the maximum extent feasible, shall be required to use "quiet" gasoline-powered compressors or other electric-powered compressors, and use electric rather than gasoline or diesel powered forklifts for small lifting.	Construction contractors shall be required to use "quiet" gasoline-powered compressors or other electric-powered equipment.			
• Stationary noise sources, such as temporary generators, shall be located as far from nearby receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.	Stationary noise sources shall be located as far from nearby receptors as possible, and they shall incorporate noise-reduction measures.			
• Install temporary plywood noise barriers eight feet in height around the construction site to minimize construction noise to 90 dBA as measured at the applicable property lines of the adjacent uses, unless an acoustical engineer submits documentation that confirms that the barriers are not necessary to achieve the attenuation levels.	Temporary plywood noise barriers shall be erected around the construction site unless deemed unnecessary by acoustical engineer.			
• Trucks shall be prohibited from idling along streets serving the construction site.	Trucks shall be prohibited from idling along streets.			
• Implement "quiet" pile driving technology (e.g., vibratory pile driving or pre-drilled pile holes), where feasible, in consideration of geotechnical and structural requirements and conditions.	Quiet pile driving technology shall be implemented where feasible.			
• Monitor the effectiveness of noise attenuation measures by taking noise measurements during pile driving activities.	Monitoring of noise attenuation measures shall be conducted.			

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: The Project, in combination with other development within the City, could result in a substantial increase in exposure of persons to noise in excess of the standards established in the General Plan or Municipal Code. (C-NO-1)				
See Mitigation Measure NO-1.1.				
CULTURAL RESOURCES				
IMPACT BEING ADDRESSED: The Project at the West Campus has the potential to encounter and damage or destroy previously unknown subsurface archaeological resources during construction. (CR-2)				
CR-2.1 – Perform Construction Monitoring, Evaluate Uncovered Archaeological Features, and Mitigate Potential Disturbance for Identified Significant Resources at the West Campus. Prior to demolition, excavation, grading, or other construction-related activities on the West Campus, the applicant shall hire a qualified professional archaeologist (i.e., one who meets the Secretary of the Interior's professional qualifications for archaeology or one under the supervision of such a professional) to monitor, to the extent determined necessary by the archaeologist, Project-related earth-disturbing activities (e.g., grading, excavation, trenching).	Retain a qualified archeologist to monitor project-related earth-disturbing activities.	Prior to grading activities and ongoing during construction	Qualified Archaeologist retained by Project Sponsor	CDD
In the event that any prehistoric or historic-period subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian, and/or mortar are discovered during demolition/ construction-related earth-moving activities, all ground-disturbing activity within 100 feet of the discovery shall be halted immediately, and the Planning and Building Divisions shall be notified within 24 hours. City staff shall consult with the Project archeologist to assess the significance of the find. Impacts on any significant resources shall be mitigated to a less-than-significant level through data recovery or other methods determined adequate by the City and that are consistent with the Secretary of the Interior's Standards for Archaeological Documentation.	If any prehistoric or historic-period subsurface archaeological features or deposits are discovered during demolition/construction-related earth-moving activities, all ground-disturbing activity within 100 feet of the discovery shall be halted immediately, and the City of Menlo Park Community Development Department shall be notified within 24 hours.			
If Native American archaeological, ethnographic, or spiritual resources are discovered, all identification and treatment of	If any Native American resources are discovered, all			

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
the resources shall be conducted by a qualified archaeologist and Native American representatives who are approved by the local Native American community as scholars of the cultural traditions. In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. When historic archaeological sites or historic architectural features are involved, all identification and treatment is to be carried out by historical archaeologists or architectural historians who meet the Secretary of the Interior's professional qualifications for archaeology and/or architectural history.	identification and treatment of the resources shall be conducted by a qualified archaeologist and Native American representatives who are approved by the local Native American community.			
IMPACT BEING ADDRESSED: The Project at the West Campus has the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. (CR-3)				
CR-3.1 – Conduct Protocol and Procedures for Encountering Paleontological Resources at the West Campus. Prior to the start of any subsurface excavations that would extend beyond previously disturbed soils, all construction forepersons and field supervisors shall receive training by a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology (SVP), who is experienced in teaching non-specialists, to ensure they can recognize fossil materials and will follow proper notification procedures in the event any are uncovered during construction. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who will evaluate its significance.	Training by a qualified professional paleontologist shall be provided to construction personnel to ensure fossil materials can be recognized and proper procedures are followed.	Prior to grading activities and ongoing during construction	Qualified Paleontologist retained by Project Sponsor and Project Sponsor	CDD
If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards. Construction work in these areas shall be halted or diverted to allow recovery of fossil remains in a timely manner. Fossil remains collected during the monitoring and salvage portion of the mitigation program shall be cleaned, repaired, sorted, and cataloged. Prepared fossils, along with	If paleontological materials are discovered and are significant, an excavation and salvage plan shall be developed and construction in the affected area shall be halted.			

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
copies of all pertinent field notes, photos, and maps, shall then be deposited in a scientific institution with paleontological collections. A final Paleontological Mitigation Plan Report shall be prepared that outlines the results of the mitigation program. The City shall be responsible for ensuring that monitor's recommendations regarding treatment and reporting are implemented.				
IMPACT BEING ADDRESSED: The Project at the West Campus has the potential to the potential to encounter or discover human remains during excavation or construction in the Project area. (CR-4)				
CR-4.1 – Comply with State Regulations Regarding the Discovery of Human Remains at the West Campus. If human remains are discovered during any construction activities, all ground-disturbing activity within 50 feet of the remains shall be halted immediately, and the County Coroner shall be notified immediately, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. Additionally, the Building Division shall be notified. If the remains are determined by the County Coroner to be Native American, the Native American Heritage Commission (NAHC) shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The Project Sponsor shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. As necessary, the archaeologist may provide professional assistance to the Most Likely Descendant, including the excavation and removal of the human remains. The Planning Division shall be responsible for approval of recommended mitigation as it deems appropriate, taking account of the provisions of state law, as set forth in CEQA Guidelines Section 15064.5(e) and Public Resources Code Section 5097.98. The applicant shall implement approved mitigation, to be verified by the	If human remains are discovered during any construction activities, all ground-disturbing activity within 50 feet of the remains shall be halted immediately, and the County Coroner shall be notified immediately. If remains are determined to be Native American, NAHC guidelines shall be followed and a qualified archaeologist shall determine the Most Likely Descendant.	On-going during construction	Qualified Archeologist retained by the Project Sponsor	CDD

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Planning Division, before the resumption of ground-disturbing activities within 50 feet of where the remains were discovered.				
IMPACT BEING ADDRESSED: Construction activities on the West Campus and other cumulative development could result in impacts to archaeological resources. (C-CR-2)				
See Mitigation Measure CR-2.1, CR-3.1, and CR-4.1.				
BIOLOGICAL RESOURCES				
IMPACT BEING ADDRESSED: The Project at the West Campus could have a potentially significant impact, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. (BR-1)				
BR-1.1 – Identify and protect roosting and breeding bats on the West Campus and provide alternative roosting habitat. The Project Sponsor shall implement the following measures to protect roosting and breeding bats found in a tree or structure to be removed with implementation of the Revised Project:		Prior to building demolition or tree removal	Qualified Biologist retained by Project Sponsor	CDD
1. Prior to tree removal or demolition activities on the West Campus site, the Project Sponsor shall retain a qualified biologist to conduct a focused survey for bats and potential roosting sites within buildings to be demolished or trees to be removed. The surveys can be conducted by visual identification and can assume presence of hoary bats or the bats can be identified to a species-level with the use of a bat echolocation detector such as an "Anabat" unit. If no roosting sites or bats are found, a letter report confirming absence shall be sent to the California Department of Fish and Game (CDFG) and no further mitigation is required. If roosting sites or hoary bats are found, then the following monitoring, and exclusion, and habitat replacement measures shall be implemented. The letter or surveys and supplemental documents shall be provided to the City prior to demolition permit issuance.	Retain a qualified biologist to conduct a focused survey for bats and potential roosting sites within buildings to be demolished or trees to be removed.			

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
a. If bats are found roosting outside of nursery season (May 1st through October 1st), then they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, then they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under (b). Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. A 250-foot (or as determined in consultation with the Department of Fish and Game) buffer zone shall be established around the roosting site within which no construction or tree removal shall occur.	If bats are found, monitored to determine nature of roost or evict using BCI techniques.			
b. Eviction of bats shall be conducted using bat exclusion techniques, developed by Bat Conservation International (BCI) and in consultation with the Department of Fish and Game that allow the bats to exit the roosting site but prevent re-entry to the site. This would include, but not be limited to, the installation of one way exclusion devices. The devices shall remain in place for seven days and then the exclusion points and any other potential entrances shall be sealed. This work shall be completed by a BCI recommended exclusion professional. The exclusion of bats shall be timed and carried concurrently with any scheduled bird exclusion activities.				

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
c. The loss of each roost (if any) will be replaced in consultation with the Department of Fish and Game and may include construction and installation of BCI-approved bat boxes suitable to the bat species and colony size excluded from the original roosting site. Roost replacement will be implemented before bats are excluded from the original roost sites. Once the replacement roosts are constructed and it is confirmed that bats are not present in the original roost site, the structures may be removed or sealed.	Replace any loss of roost in consultation with CDFG.			
BR-1.2 – Conduct preconstruction surveys for burrowing owls. No more than 30 days prior to the commencement of ground disturbing activities in the area of potentially suitable burrowing owl habitat on the West Campus, a preconstruction burrowing owl survey in compliance with California Burrowing Owl Consortium protocols shall be conducted to ensure that no owls have moved onto the Project site. If owls are detected during the survey, additional measures are required. These measures include the following: (1) occupied burrows should not be disturbed during the burrowing owl breeding season, defined as February 1 through August 31, unless a qualified biologist approved by CDFG verifies through non-invasive methods that either the birds have not begun egg-laying and incubation, or that juveniles from the occupied burrows are foraging independently and are capable of independent survival; (2) owls on the site are passively relocated.	Conduct burrowing owl survey in compliance with California Burrowing owl Consortium protocols.	30 days prior to ground disturbance	Qualified Biologist retained by Project Sponsor	CDD

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: The Project at the West Campus would result in potentially significant indirect effects on special-status bird and mammal species inhabiting the adjacent salt and brackish water marshes due to increased raptor predation. (BR-2)				
BR-2.1 – Landscaping Restrictions and Installation of Bird Perching Deterrents on all New Buildings and Other Elevated Structures on the West Campus. The Project Sponsor shall implement the following measures to reduce impacts to special-status marsh species:				
1. For all new buildings to be constructed on the West Campus, the Project Sponsor shall install bird deterrents along suitable perching sites that would allow raptors or other predatory birds a vantage point from which to prey on western snowy plover, salt marsh harvest mouse, or other special-status species potentially inhabiting the adjacent salt marshes. Such deterrents may include one or more of the following deterrent devices as appropriate for the individual situation: bird spikes, bird netting, electric shock track, sound deterrents, or other devices approved by CDFG and/or USFWS.	Install bird deterrents along suitable perching sites on buildings.	Prior to occupancy	Project Sponsor	CDD
2. Trees used for landscaping on the West Campus shall consist of species that generally do not reach heights of greater than 30 feet or shall be spaced at appropriate distances to reduce potential lines of sight and limit the distance perching birds could see into the adjacent salt marshes to the north. The landscaping trees may include native or non-invasive ornamental species. Species with broad canopies would be preferred, as tall narrow canopies (e.g., palms or conifers) generally provide better hunting perches for raptors.	Trees shall consist of species that generally do not reach heights of greater than 30 feet or shall be spaced appropriately	Prior to occupancy	Project Sponsor	CDD
IMPACT BEING ADDRESSED: The removal of trees, shrubs, or woody vegetation with implementation of the Project at the West Campus would have a potentially significant impact on the movement of native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. In addition, Project buildings and lighting at the West Campus would have the potential to injure or cause death to birds from collision and other factors. (BR-4)				
BR-4.1 – Identify and Protect Nesting Migratory Birds at the West Campus. The Project Sponsor shall implement the	Prepare nesting bird survey if trees, shrubs, or weedy	Prior to grading and construction.	Project Sponsor	CDD

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
following measures to reduce impacts to nesting migratory birds: a. To facilitate compliance with State and federal law (Fish and Game Code and the Migratory Bird Treaty Act (MBTA) and prevent impacts to nesting birds, the Project Sponsor shall avoid the removal of trees, shrubs, or weedy vegetation February 1 through August 31 during the bird nesting period. If no vegetation or tree removal is proposed during the nesting period, no surveys are required. If it is not feasible to avoid the nesting period, a survey for nesting birds shall be conducted by a qualified wildlife biologist no earlier than seven days prior to the removal of trees, shrubs, weedy vegetation, buildings, or other construction activity. b. Survey results shall be valid for the tree removals for 21 days following the survey. If the trees are not removed within the 21-day period, then a new survey shall be conducted. The area surveyed shall include all construction areas as well as areas within 150 feet outside the boundaries of the areas to be cleared or as otherwise determined by the biologist. In the event that an active nest for a protected species of bird is discovered in the areas to be cleared, or in other habitats within 150 feet of construction boundaries, clearing and construction shall be postponed for at least two weeks or until the biologist has determined that the young have fledged (left the nest), the nest is vacated, and there is no evidence of second nesting attempts.	vegetation will be removed between February 1 through August 31.			
BR-4.2 – Implement Bird-Safe Design Standards into West Campus Building and Lighting Design. All new buildings and lighting features constructed or installed at the West Campus shall be implemented to at least a level of "Select Bird-Safe Building" standards as defined in the City of San Francisco Planning Department's "Standards for Bird-Safe Buildings," adopted July 14, 2011. These design features shall include	Implement Bird-Safe Design Standards into building and lighting design on the West Campus.	Prior to issuance of building permit for building shell	Project Sponsor	CDD

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
minimization of bird hazards as defined in the standards. With respect to lighting, the West Campus shall: • Be designed to minimize light pollution including light trespass, over-illumination, glare, light clutter, and skyglow while using bird-friendly lighting colors when possible. • Avoid uplighting, light spillage, event search lights, and use green and blue lights when possible. • Turn off unneeded interior and exterior lighting from dusk to dawn during migrations: February 15 through May 31 and August 15 through November 30. • Include window coverings on rooms where interior lighting is used at night that adequately block light transmission and motion sensors or controls to extinguish lights in unoccupied spaces.	Implement Bird-Safe Design Standards into building and lighting design on the West Campus.	For duration of use of building	Project Sponsor	CDD
HYDROLOGY AND WATER QUALITY				
IMPACT BEING ADDRESSED: The Project at the West Campus would place structures in a SFHA. (HY-2)				
HY-2.1 – Prepare and Obtain a Conditional Letter of Map Revision – Fill (CLOMR-F) from FEMA Prior to Issuance of a Grading or Building Permit. Concurrent with the first building permit submittal for the West Campus, the Project Sponsor shall submit a FEMA CLOMR-F application to the Public Works Department for review and approval. In accordance with the National Flood Insurance Program (NFIP) (Code of Federal Regulations (CFR) 44 Part 65), Section 65.6 (Revision of base flood elevation determinations), the Project Sponsor shall prepare supporting data, including relevant hydraulic and hydrologic analyses, delineation of floodplain boundaries and all other information required by FEMA to review and evaluate the request for a CLOMR-F. The analyses shall clearly show revised and new floodplain boundaries, for the Project area and adjacent areas not affected by the revision, taking into account San	Prepare and obtain a CLOMR-F from FEMA and submit an elevation certificate to the City for the proposed structure.	Prior to the issuance of a grading or building permit	Project Sponsor	PW/CDD

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Francisco Bay coastal floodplain maps being prepared by the U.S. Army Corps of Engineers for the San Francisquito Creek JPA-sponsored project, if such maps have been adopted by FEMA. Upon receiving City approval, the Project Sponsor shall submit the CLOMR-F application to FEMA. Prior to issuance of any grading or building permit on each site, the applicant shall obtain a CLOMR-F from FEMA. The applicant shall submit an elevation certificate prior to final signoff of the foundation inspection for each structure.				
IMPACT BEING ADDRESSED: The Project at the West Campus could expose people to flooding from climate change-induced sea level rise. (HY-4)				
HY-4.1 – Floodproofing of West Campus Underground Infrastructure. Prior to, or at a minimum concurrent with, the issuance of the first construction activity permit at the West Campus and in connection with applicable FEMA requirements, the City shall ensure that the Revised Project incorporates design features to flood-proof below-ground infrastructure, including storm drains, sewers, equipment facilities, to withstand hydrostatic forces and buoyancy from sea level rise changes in groundwater levels.	Incorporate design features to flood-proof below-ground infrastructure.	Prior to, or concurrent with, the issuance of the first construction permit	Project Sponsor	CDD
HY-4.2 – Provide Adequate Storm Flow Conveyance Capacity For Sea Level Rise Conditions at the West Campus. Prior to, or at a minimum concurrent with, the issuance of the first construction activity permit at the West Campus, the City shall ensure that the Revised Project incorporates design features to ensure that the storm drain system conveyance capacity is not constricted by sea level rise at the outlets, including the Caltrans pump station.	Incorporate design features to ensure that storm drain system conveyance capacity is not constricted by sea level rise.	Prior to, or concurrent with, the issuance of the first construction permit	Project Sponsor	CDD
HAZARDS AND HAZARDOUS MATERIALS				
IMPACT BEING ADDRESSED: The Project at the West Campus could expose people to residual contaminants in soil and/or groundwater. (HM-2)				
HM-2.1 – Update Operation, Maintenance, and Monitoring Plan (OMMP) for the West Campus. Prior to commencement of site grading on the West Campus, the Project Sponsor shall retain a qualified professional to update the OMMP to	Update the OMMP.	Prior to site grading	Qualified professional retained by the Project Sponsor	CDD

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
incorporate site development considerations for the West Campus to ensure continued implementation of Article IV, Section 4.2 (Soil Management) of the LUC. The updated OMMP shall include, at a minimum, requirements for soil sampling and laboratory analysis, action levels triggering the need for special handling, as well as stormwater runoff controls (Mitigation Measure HM-2.7), on-site soil movement associated with excavation and fill placement, off-site soil transport (if necessary), and contingency measures in the event activities encounter soil that is odorous, stained, visibly discolored, or is questionable. The Project Sponsor shall submit the updated OMMP to DTSC as required under Article IV Section 4.2 of the LUC, and in accordance with the applicable terms of the VCA. The updated OMMP shall ensure that any human health risk evaluation or assessment used to support approval of soil or groundwater disturbance evaluates the proposed duration and extent of the Project activities, considers the potential for groundwater dermal exposure, and is based on the most current applicable risk evaluation methodologies. The updated OMMP shall also identify how deep foundation design and installation will be managed to reduce the potential for downward migration of contaminants in soil or groundwater.	Submit the updated OMMP to the DTSC.	Prior to site grading	Project Sponsor	CDD, DTSC
The City shall not authorize any activity on the West Campus that has the potential to disturb soil until approved by DTSC and all necessary permits and/or approvals have been obtained, including but not limited to any permits for wells and/or borings from San Mateo County and BAAQMD.	Obtain all necessary permits and/or approvals.	Prior to site grading	Project Sponsor	CDD/Dept of Toxic Substances Control (DTSC)/ BAAQMD/ San Mateo County
HM-2.2 – Health and Safety Plan for the West Campus. Prior to commencement of site grading on the West Campus, the Project Sponsor shall retain a qualified professional to prepare an updated Health and Safety Plan to implement Article IV, Section 4.2 (Soil Management) of the LUC. The Project Sponsor shall submit the Health and Safety Plan to DTSC as	Prepare and implement a site-specific health and safety plan.	Prior to grading permit for any below grade excavation activities	Project Sponsor and contractor(s)	CDD/PW/ San Mateo County Health System, Groundwater Protection Program

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
required under Article IV Section 4.2 of the LUC, and in accordance with the applicable terms of the VCA. The City shall not authorize any activity on the West Campus that has the potential to disturb soil until DTSC has approved the updated Health and Safety Plan and all necessary permits have been obtained.				(SMCHS)
HM-2.3 – West Campus Construction Activity Dust Control Plan (DCP) and Asbestos Dust Management Plan (ADMP). Prior to commencement of site grading on the West Campus, the Project Sponsor shall retain a qualified professional to prepare a DCP/ADMP. The DCP shall incorporate the applicable BAAQMD pertaining to fugitive dust control. The ADMP shall be submitted to and approved by the BAAQMD prior to the beginning of construction, and the Project Sponsor must ensure the implementation of all specified dust control measures throughout the construction of the Project. The ADMP shall require compliance with specific control measures to the extent deemed necessary by the BAAQMD to meet its standard.	Prepare a DCP/ADMP	Prior to site grading	Qualified professional retained by the Project Sponsor	CDD/ BAAQMD
HM-2.4 – West Campus Construction Activity Groundwater Management Plan. Prior to site grading on the West Campus, the Project Sponsor shall retain a qualified professional to prepare a Groundwater Management Plan that describes how any groundwater extracted to accommodate site preparation will be tested and disposed of in accordance with existing regulations. The City shall not authorize any activity on the West Campus that would involve dewatering until DTSC has approved the Groundwater Management Plan and all necessary permits or approvals have been obtained, particularly if groundwater requires additional treatment and/or disposal at a permitted facility.	Prepare a Groundwater Management Plan Obtain necessary permits and/or approvals	Prior to site grading Prior to site grading	Qualified professional retained by the Project Sponsor Project Sponsor	CDD/DTSC CDD/ PW
HM-2.5 – Soil Vapor Intrusion Barrier at the West Campus. Prior to the issuance of the first building permit for the first occupied structure at the West Campus, the Project Sponsor shall retain a qualified professional to design a vapor	Design a vapor intrusion barrier system	Prior to issuance of the first building permit	Qualified professional retained by the	CDD/ DTSC/ City Engineer

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
intrusion barrier system consistent with the recommendations set forth in "Phase I Environmental Site Assessment, 312–314 Constitution Drive, Menlo Park, California" dated November 19, 2010, prepared by Cornerstone Earth Group. The City shall not issue a building permit until the vapor intrusion barrier design has been reviewed and approved by DTSC and the City Engineer has reviewed the final design plans to ensure the necessary features have been incorporated into the Revised Project. Such measures could include, but would not be limited to, gas-impermeable membranes. Appropriate measures shall also be incorporated into Revised Project design to reduce vapor and groundwater migration through trench backfill and utility conduits. Such measures could include placement of low-permeability backfill plugs.	Incorporate measures to reduce vapor and groundwater migration	During construction	Project Sponsor Project Sponsor	CDD/PW
HM-2.6 – Corrosion-Resistant Utility Pipeline Design for the West Campus. Prior to, or at a minimum concurrent with the issuance of utility improvement plan permits, the Project Sponsor shall retain a qualified licensed professional engineer to determine protective measures for utilities. The City shall not issue any permit for utility construction until the City Engineer has reviewed the final design plans to ensure the necessary corrosion-resistant features have been incorporated into the Revised Project.	Determine and implement protective measures for utilities.	Prior to, or concurrent with, issuance of utility improvement plan permits	Qualified licensed professional engineer retained by the Project Sponsor	CDD/ City Engineer/ PW
HM-2.7 – Stormwater Quality BMPs. The Project Sponsor shall ensure on-site detention/retention basins are lined to prevent groundwater interaction with stormwater and to prevent downward migration of stormwater into groundwater.	Line detention/retention basins	During construction	Project Sponsor	CDD/ PW
HM-2.8 – Construction Stormwater Pollution Prevention Plan for the West Campus. The City shall not issue any permit for grading until a stormwater pollution prevention plan (SWPPP) has been completed to the satisfaction of the City and necessary construction BMPs have been incorporated into the Revised Project.	Complete a SWPPP and incorporate necessary construction BMPs	Prior to issuance of a grading permit	Project Sponsor	CDD/ PW

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Soil movement during construction of the Project at the West Campus could expose ecological receptors to residual contaminants in soil and/or groundwater if measures are not implemented to control contaminants. (HM-3)				
See Mitigation Measure HM-2.1.				
IMPACT BEING ADDRESSED: Maintenance activities at the West Campus could have a potentially significant potential to disturb soil containing residual contaminants. (HM-5)				
HM-5.1 – Record Additional Restrictions. The Project Sponsor shall ensure that the updated OMMP (Mitigation Measure HM-2.1) includes provisions for disclosing information in DTSC-approved remediation reports along with any other requirements pertaining to post-construction, long-term operation and maintenance of subsurface utilities or maintenance or repair of foundations. Any such documentation shall be recorded in the Office of the County Recorder and a copy shall be provided to the City.	Ensure OMMP includes provisions for disclosing information	Concurrent with development of the OMMP	Project Sponsor	CDD/ DTSC/ Office of the County Recorder
UTILITIES				
IMPACT BEING ADDRESSED: The existing sanitary sewer system serving the Project site would not have sufficient capacity to accommodate the Project. (UT-3)				
UT-3.1 – Sanitary Sewer System Improvements. The Project Sponsor shall upsize 114 linear feet of the existing 12-inch diameter pipeline that runs north along Hamilton Avenue, beginning at the Hamilton Avenue/Willow Road intersection, to a 15-inch-diameter pipe. To ensure that this work is completed, the Project Sponsor shall enter into an agreement with the City concurrently with granting of land use entitlements for the East Campus and post a bond equal to 200 percent of the estimated cost of the work. In addition, the Project Sponsor shall purchase a third wastewater pump to be placed into reserve in case of pump failure at Hamilton Henderson Pump Station (HHPS). To ensure this work is completed, the Project Sponsor shall enter into an agreement with the City concurrently with granting of land use entitlements for the East Campus and post a bond equal to	Post a bond and enter into an agreement with the City for upsize the existing 12-inch diameter pipeline that runs north along Hamilton Avenue to a 15-inch diameter pipe. Post a bond and enter into an agreement with the City to purchase a wastewater pump for West Bay Sanitary District	Concurrent with granting of land use entitlements Concurrent with granting of land use entitlements	Project Sponsor Project Sponsor	PW and West Bay Sanitary District PW and West Bay Sanitary District

Menlo Park Facebook Campus – West Campus Mitigation Monitoring and Reporting Program				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
120 percent of the cost of the wastewater pump.				

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK REZONING PROPERTIES LOCATED AT 312 AND 313 CONSTITUTION DRIVE

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

SECTION 1. The zoning map of the City of Menlo Park is hereby amended such that certain real properties with the addresses of 312 Constitution Drive and 313 Constitution Drive (Assessor's Parcel Numbers 055-260-210 and 055-260-220) are rezoned from M-2 (General Industrial District) to M-2(X) (General Industrial, Conditional Development District) as more particularly described and shown in Exhibit "A." This rezoning is consistent with the existing General Plan land use designation of Limited Industry for the property.

SECTION 2. This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

INTRODUCED, PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the twenty-sixth day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Peter Ohtaki
Mayor, City of Menlo Park

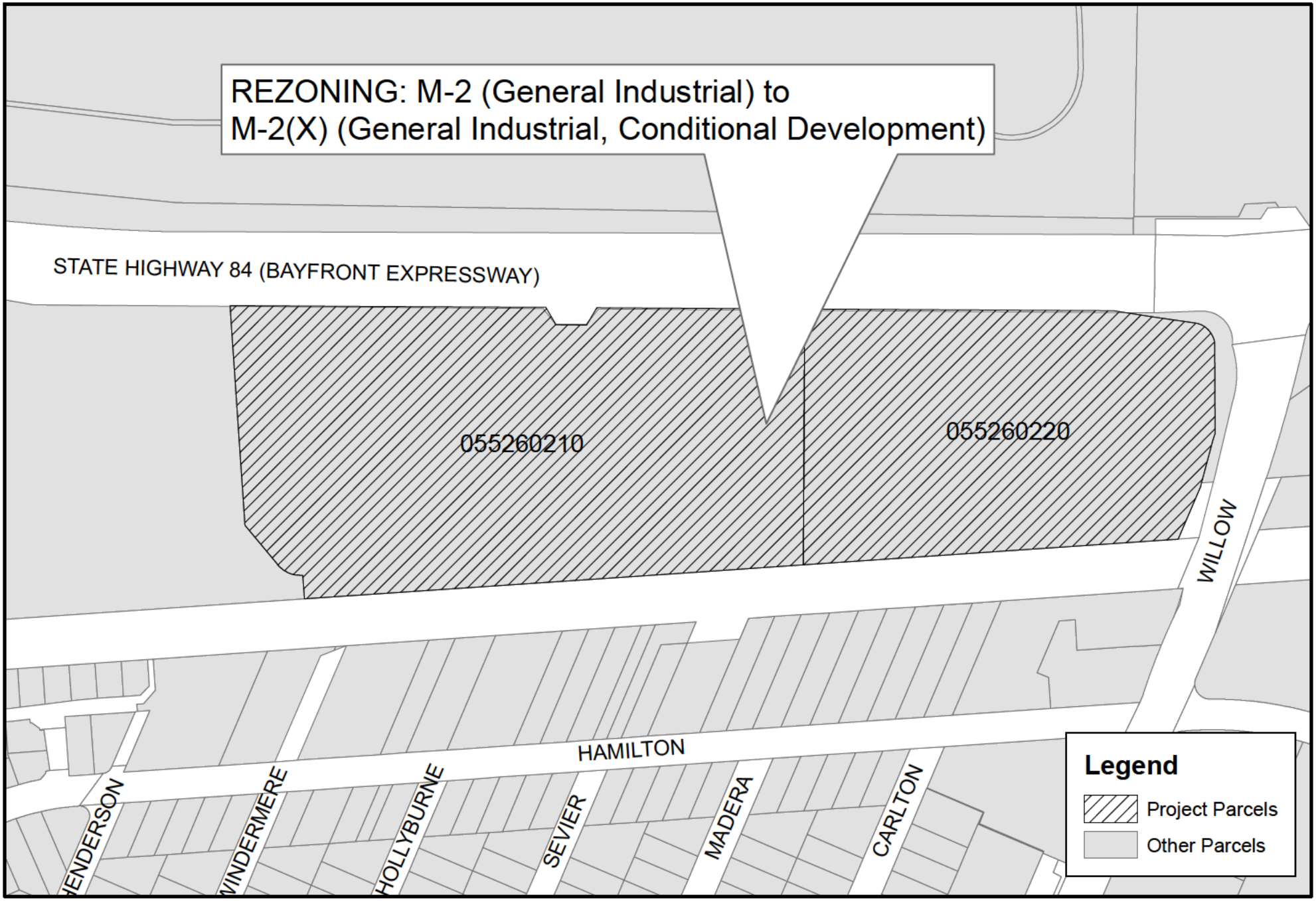
ATTEST:

_____
Margaret S. Roberts, MMC
City Clerk

Exhibit A
Rezoning - 312 and 313 Constitution Drive

CITY OF MENLO PARK

FACEBOOK CAMPUS PROJECT - WEST CAMPUS
312 AND 313 Constitution Drive



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING A CONDITIONAL DEVELOPMENT PERMIT FOR THE PROPERTY LOCATED AT 312 AND 313 CONSTITUTION DRIVE

WHEREAS, the City of Menlo Park ("City") received an application from Giant Properties, LLC ("Developer"), to redevelop the property located at 312 and 313 Constitution Drive ("Property") by demolishing two existing buildings totaling approximately 127,246 square feet and developing the Property with one building, the height of which may not exceed 73 feet, totaling no more than 433,656 square feet in one floor plate over approximately 1,499 parking spaces; and

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

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on February 25, 2013 whereat all persons interested therein might appear and be heard; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on March 19, 2013 whereat all persons interested therein might appear and be heard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the Conditional Development Permit for the Property attached hereto as Exhibit A and incorporated herein by this reference.

I, Margaret S. Roberts, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the twenty-sixth day of March, 2013, 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 twenty-sixth day of March, 2013.

_____
Margaret S. Roberts, MMC
City Clerk

DRAFT

CONDITIONAL DEVELOPMENT PERMIT

312 and 313 Constitution Drive

1. GENERAL INFORMATION:

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

   1.2 Nature of Project: Rezoning, Conditional Development Permit, 312 and 313 Constitution Drive Development Agreement, Below Market Rate Housing Agreement, Lot Line Adjustment, Heritage Tree Removal Permits and Environmental Impact Report (EIR) Addendum for the demolition of two buildings totaling approximately 127,246 square feet and the subsequent redevelopment of the Project Site with one building totaling no more than 433,656 square feet over approximately 1,499 parking spaces (Project). For purposes of determining the Floor Area Ratio, building coverage and building setbacks for the Project, the two parcels comprising the Project Site shall be considered to be one parcel.

   1.3 Project Location (Project Site and/or West Campus): 312 and 313 Constitution Drive

   1.4 Assessor's Parcel Numbers: 055-260-210 and 055-260-220

   1.5 Area of Project Site: Two parcels totaling 22.12 acres (963,682 square feet)

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

   1.7 Conditions Precedent: Applicant's obligations as set forth herein are expressly conditioned on the resolution of all legal challenges, if any, to the EIR Addendum and/or the Project. If no litigation or referendum is commenced challenging the EIR Addendum and/or the Project, Applicant's obligations will vest on the passing of all applicable statutes of limitation.

2. DEVELOPMENT STANDARDS:

   2.1 Floor Area Ratio (FAR) shall not exceed **45 percent** of the Project Site.

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

   2.3 Building setbacks shall be in accordance with the approved plans, and in no case shall the minimum setback be less than **40 feet** from each property line.

   2.4 Building height, inclusive of temporary structures, shall not exceed **73 feet.** All heights shall be measured from the average level of the highest and lowest point of the finished grade of that portion of the lot covered by the structure

(height excludes elevator equipment rooms, ventilating and air conditioning equipment and associated screening).

2.5 The on-site circulation and parking spaces shall be maintained consistent with the approved plans, and in no case inclusive of less than of **1,446** parking spaces, installed in a manner that is substantially in compliance with the Project Plans (defined below).

2.6 All rooftop equipment shall be fully screened and integrated into the design of the building. Roof-top equipment shall comply with noise requirements in Chapter 8.06, Noise, of the Municipal Code.

3. USES:

3.1 The development is comprised of one building totaling no more than 433,656 square feet of gross floor area on top of surface parking, with a roof garden that is accessible to occupants of the building. Permitted uses on the Project Site shall include the following:

3.1.1 Administrative and professional offices, excluding medical/dental offices serving the general population;
3.1.2 Medical and dental uses to serve on-site employees and contractors is permissible;
3.1.3 General industrial uses including but not limited to warehousing, manufacturing, printing and assembling;
3.1.4 Amenities and related uses intended to serve employees, contractors, and visitors, such as neighborhood-serving convenience retail, banks, community facility space, fitness facilities and restaurants, including those that serve alcoholic beverages;
3.1.5 Outdoor seating and tables (including those intended to be used for the consumption of food and beverages), temporary structures, and events associated with those uses listed above on the Project Site including on the roof, subject to approved building permits and Fire District permits, as applicable;
3.1.6 Activities involving the use of hazardous materials, such as emergency power generators, incidental to those uses listed above and subject to an approved Hazardous Materials Business Plan, Building Permit, San Mateo County Health Permit, and Menlo Park Fire Protection District permit; and
3.1.7 Cellular telecommunications facilities if fully screened or integrated into the design of the building.

3.2 Conditional uses listed in the M-2 zoning district may be conditionally permitted through a use permit process, unless otherwise allowed in Section 3.1.

4 SIGNS:

The maximum permissible sign area for the Project Site is 300 square feet. Vehicular directional signage and signage not visible from the public right-of-way shall not count against the maximum sign areas and is only subject to building permit review. The square footage, location and materials for all signage that counts towards the maximum permissible sign area shall be subject to review and approval by the Planning Division through the Sign Permit process, with an application and applicable filing fees.

5. RECORDATION:

5.1 Concurrently with the recordation of the 312 and 313 Constitution Drive Development Agreement, the City shall record the Conditional Development Permit in the Official Records of the County of San Mateo, State of California.

5.2 The Conditional Development Permit shall be in full force and effect on the Effective Date of the 312 and 313 Constitution Drive Development Agreement.

6. MODIFICATIONS:

6.1 Modifications to the approved Project may be considered according to the following four tier review process:

6.1.1 Substantially Consistent Modifications are made at the staff level. Substantially Consistent Modifications are changes to or modifications of the Project that are in substantial compliance with and/or substantially consistent with the Project Plans and the Project Approvals. Substantially Consistent Modifications are generally not visible to the public and do not affect permitted uses, density or intensity of use, restrictions and requirements relating to subsequent discretionary actions, monetary obligations, conditions or covenants limiting or restricting the use of the Property or similar material elements based on the determination that the proposed modification(s) is consistent with other building and design elements of the approved Conditional Development Permit, and will not have an adverse impact on the character and aesthetics of the Property. In addition, changes to the sequencing of construction permits related to the Project will be considered a Substantially Consistent Modification. The determination as to whether a requested change is a Substantially Consistent modification will be made by the Community Development Director (in his/her reasonable discretion).

6.1.2 Minor Modifications are made at the staff level, but the Planning Commission is provided information regarding these modifications. The determination as to whether a requested change is a Minor Modification is determined by the Community Development Director (in his/her reasonable discretion). A Minor Modification is similar in

nature to a Substantially Consistent Modification, except that Minor Modifications generally are visible to the public and result in minor exterior changes to the Project aesthetics. Any member of the Commission may request within seven (7) days of receipt of the informational notice that the item(s) be reviewed by the Planning Commission.

6.1.3 Major Modifications are reviewed by the Planning Commission as a Regular Business item, and publicly noticed. Major Modifications are changes or modifications to the Project that are not in substantial compliance with and/or substantially consistent with the Project Plans and Project Approvals. Major modifications include, but are not limited to, significant changes to the exterior appearance of the buildings or appearance of the Property, and changes to the Project Plans, which are determined by the Community Development Director (in his/her reasonable discretion) to not be in substantial compliance with and/or substantially consistent with the Project Plans and Project Approvals. The Planning Commission's decision shall be based on the determination that the proposed modification is compatible with other building and design elements or onsite/offsite improvements of the Conditional Development Permit and would not have an adverse impact on safety and/or the character and aesthetics of the site. Planning Commission decisions on Major Modifications may be appealed to the City Council. City Council shall have final authority to approve Major Modifications. Major Modifications that also require Conditional Development Permit Amendments (see Section 6.14 below) shall be considered in accordance with Section 6.1.4.

6.1.4 Conditional Development Permit Amendments are reviewed by the Planning Commission and the City Council. Conditional Development Permit Amendments are required where the Applicant seeks revisions to the Project which involve (a) the relaxation of the development standards identified in Section 2, (b) material changes to the uses identified in Section 3, (c) exceedance of the maximum permissible signage area identified in Section 4, or (d) material modifications to the conditions of approval identified in Sections 7, 9, 10, 11, and 12. Such revisions may also require modifications to 312 and 313 Constitution Drive Development Agreement. If the Applicant wishes to make a change that requires an amendment to this Conditional Development Permit, it shall apply, in writing, to the Planning Division for review and recommendation to the Planning Commission. The Planning Commission shall then forward its recommendation to the City Council for revision(s) to the Conditional Development Permit.

For purposes of clarification, Substantially Consistent Modifications, Minor Modifications and Major Modifications will not constitute Conditional

Development Permit amendments or require modifications to the 312 and 313 Constitution Drive Development Agreement.

7. TRIP CAP:

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

7.1.1. Trip Cap: The trip cap sets the maximum number of morning and evening peak period trips and daily trips (Trip Cap). The parameters and requirements of the Trip Cap are specified in the West Campus Trip Cap Monitoring and Enforcement Policy, which is included as Exhibit A and incorporated herein.

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

8. CONSTRUCTION PERMITS SEQUENCING:

8.1 The following outlines the basic sequencing of construction permits related to the Project. Completion of each phase (e.g., the Voluntary Remediation Work, the Make Ready Work, etc.) is required to proceed to the next phase, with the exception of the access improvements and, to the limited extent set forth below, the address change. Application for any given permit must be accompanied by all required documentation and complete plan sets. Changes to the sequencing of construction permits related to the Project will be considered a Substantially Consistent Modification and be subject to the procedure outlined in Section 6.1.1.

8.1.1 **Voluntary Remediation Work:** The Applicant shall comply with one of the following two options (the Applicant shall have the option of proceeding with either of these options):

8.1.1.1 The Building Permit (BLD2012-01125) for voluntary remediation work shall be finaled. This requires the provision of appropriate documentation from the Department of Toxic Substance Control (DTSC) indicating that DTSC has accepted and approved the voluntary remediation work.

8.1.1.2 The Applicant may complete the voluntary remediation work in phases. In this case, the Applicant shall:

8.1.1.2.1 Prepare a remediation phasing plan to the satisfaction of DTSC and the Building Official. This plan will provide a procedure for completing the voluntary remediation in phases and for obtaining DTSC's approval of phases on a sequential basis;

8.1.1.2.2 Receive approval from DTSC and the Building Official to complete the voluntary remediation work in phases; and

8.1.1.2.3 Provide appropriate documents from DTSC (such as a letter on DTSC letterhead) indicating that DTSC has accepted and provided conditional approval of the phases that the City

reasonably requires be completed before the Applicant may proceed with the Make Ready Work (as discussed in section 8.1.3 below) and the remainder of the Project. Portions of the Make Ready Work and Demolition Work may be completed if that phase of the remediation work has been given conditional approval by DTSC and completed to the satisfaction of the Building Official.

8.1.2 **Address Change:** The site address change shall be completed prior to submittal of any building permits associated with the Main Construction Phase. Among other things, this means that the lot line adjustment affecting the re-parcelization of the Project Site and described in Section 11 of this Conditional Development Permit must be complete. The address change phase may be processed simultaneously with the Voluntary Remediation Work and the Make Ready Work.

8.1.3 **Make Ready Work:** All Make Ready Work permits can be applied for sequentially, alternatively, they can also be applied for simultaneously, subject to the approval of the Building Official. One permit is not required to proceed to another; however, the Project cannot proceed to the Main Construction Phase until all Make Ready Work permits have been finaled.

8.1.3.1 Demolition:

8.1.3.1.1 Apply for demolition permits including, but not limited to work related to removal of on-site structures, removal of hardscape and removal and capping of utilities;

8.1.3.1.2 Complete utility separation; and

8.1.3.1.3 Complete demolition of existing on-site structures and receive building permit finals for the demolition permits.

8.1.3.2 Grading and Utility Work:

8.1.3.2.1 Apply for grading and utility installation permit;

8.1.3.2.2 Complete all grading and utility work and receive building permit final; and

8.1.3.2.3 Per Fire District requirements, no combustible building materials are allowed on the Project Site until fire water is available and fire access is provided.

8.1.4 **Access Improvements:**

8.1.4.1 Undercrossing Improvements:

8.1.4.1.1 Continue work on the undercrossing improvements required under the 1601 Willow Road Amended and Restated Conditional Development Permit (East Campus Undercrossing Improvements) and resubmit plans for the portion of the Undercrossing Improvements located on the Project Site (West Campus Undercrossing Improvements) prior to the expiration of the building permit application for the West Campus Undercrossing Improvements.

8.1.4.1.2 Permit issued for the West Campus Undercrossing Improvements;

8.1.4.1.3 Enter into a maintenance agreement for the Undercrossing Improvements (East and West Campus) to the satisfaction of the Public Works Director. The maintenance agreement shall define maintenance obligations and access rights for public use; and

8.1.4.1.4 Permits for the Undercrossing Improvements (East and West Campus) shall be finaled prior to Temporary Certificate of Occupancy (TCO) for the Interior Build-out of the Main Construction Phase

8.1.4.2 Public Right-of-Way Encroachment Permit:

8.1.4.2.1 Submit improvement plans to the City for approval for those portions of the Project that require offsite improvements in the Caltrans right-of-way (Public ROW Improvements). This includes all work in the Caltrans right-of-way, including, but not limited to, water line improvements, the multiuse trail on Willow Road, and curb cuts;

8.1.4.2.2 Receive City approvals for such improvement plans;

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

8.1.4.2.4 Complete the Public ROW Improvements (inclusive of installation of new traffic signal on Bayfront Expressway) prior to TCO for the Main Construction Phase.

8.1.5 **Main Construction Phase:** All Main Construction Phase Permits can be applied for simultaneously; however, the permits shall be issued sequentially and a succeeding permit cannot be issued until the preceding permit is finaled, unless otherwise approved by the Building Official. At a minimum, complete architectural, structural, mechanical, electrical, plumbing, green building plans and supporting documentation associated with cold shell (no interior improvements, heating or cooling) or shell and core (no interior improvements other than restroom facilitation, heating, and cooling) and plans for the Public ROW Improvements shall be submitted simultaneously.

8.1.5.1 Foundation Only Permit:

8.1.5.1.1 Apply for foundation only permit. This permit will not be issued until the following requirements are satisfied:

8.1.5.1.1.1 Structural Drawings for the entire building have received preliminary approval (the Applicant's design team will resubmit substantially consistent structural drawings with the cold shell or shell and core permit application);

8.1.5.1.1.2 Applicant to provide pad certifications documenting that pads are constructed to elevations required by approved FEMA CLOMR-F; and

8.1.5.1.1.3 Caltrans approval of the location for a signalized intersection location on Bayfront Expressway, which may

be pursuant to a no further comment letter or similar transmission to the City, to the satisfaction of the Public Works Director.

8.1.5.1.2 Complete foundation and receive building permit final.

8.1.5.2 Cold Shell or Shell and Core Permit: If elements of the interior build-out or HVAC system are still being developed, then an application for cold shell or shell and core permit can be made

8.1.5.2.1 Complete cold shell or shell and core permit and receive building permit final.

8.1.5.3 Interior Build-out Permit: Apply for interior build-out (tenant improvement) permit

8.1.5.3.1 Complete interior build-out permit and receive building permit final.

8.1.5.3.2 Occupancy of the office building shall not be granted until the interior build-out permit passes final inspection

9. PROJECT SPECIFIC CONDITIONS - GENERAL:

9.1 Project Plans: Development of the Project shall be substantially in conformance with the plans submitted by Gehry Partners, LLC dated February 1, 2013 consisting of 73 plan sheets, recommended for approval to the City Council by the Planning Commission on February 25, 2013 (Project Plans), and approved by the City Council on March 19, 2013, except as modified by the conditions contained herein and in accordance with Section 6 (Modifications) of this document.

9.2 Below Market Rate Housing Agreement: Concurrently with the recordation of the 312 and 313 Constitution Drive Development Agreement and Conditional Development Permit, the Applicant shall record the Below Market Rate (BMR) Housing Agreement. The BMR Housing Agreement requires that the Applicant satisfy its obligations under the BMR Ordinance and Guidelines by one of the following methods:

a. Paying the in lieu fee;
b. Delivering off-site units; or
c. Paying a portion of the in lieu fee and delivering off-site units.

Based upon the current fee per square foot, the BMR fee for the subject project would be **$4,507,291.** The required number of units for the subject project would be 15. If the Applicant proceeds with a combined in lieu fee payment and provision of off-site units, each unit shall equate to 20,427 square feet of gross floor area.

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

9.6 Truck Route Plan: The Applicant shall submit a truck route plan concurrent with the building permit application for each stage of construction based on the City's municipal code requirements, for review and approval by the Transportation Division. The Applicant shall also submit a permit application and pay applicable fees relating to the truck route plan, to the satisfaction of the Public Works Director

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

9.8 Utility Improvements: Concurrent with submittal of the Grading and Utility Building Permit application, the Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions prior to building permit issuance. Landscaping shall properly screen all utility equipment that is installed outside of a building and cannot be placed underground; subject, however, to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary District, PG&E and any other applicable agencies regarding utility clearances and screening. The plan for new utility installations/upgrades shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes and other equipment boxes. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division which approval will be required prior to the City's approval of the final building permit inspection for the building shell.

9.9 Grading and Drainage Plan, Inclusive of Erosion and Sedimentation Control Plan: Concurrent with submittal of the Grading and Utility Building Permit application, the Applicant shall submit a Grading and Drainage Plan, including an Erosion and Sedimentation Control Plan, for review and approval by the Engineering Division prior to building permit issuance. The Grading and Drainage Plan shall be prepared based on the City's Grading and Drainage Plan Guidelines and Checklist, the City approved Hydrology Report for the Project, and the Project Applicant Checklist for the National Pollution Discharge Elimination System (NPDES) Permit Requirements.

9.10 Landscape Plan: During the Main Construction Phase (8.1.5), the Applicant shall submit a detailed on-site landscape plan, including the size, species, and location, and an irrigation plan shall be submitted for review and approval by the Planning, Engineering, and Transportation Divisions, prior to building permit issuance. The landscape plan shall illustrate the retention of the maximum number of trees feasible, with the potential retention of approximately 30 trees previously indicated to be removed on plan sheet WL.1, to the satisfaction of the Planning Division and City Arborist. The landscape plan shall include all onsite landscaping, adequate sight distance visibility, screening for outside utilities with labels

for the utility boxes sizes and heights, and documentation confirming compliance with the Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44). The landscape plan shall include an appropriate mix of native and adapted species to complement the nearby Don Edwards San Francisco Bay National Wildlife Refuge and shall be reviewed and approved by the Community Development Director and Public Works Director prior to building permit issuance.

9.11 Heritage Tree Protection: The Applicant shall comply with the tree protection guidelines contained within the *Facebook West Campus Tree Preservation Feasibility and Protection Guidelines*, dated March 20, 2013. Concurrent with grading permit submittal, the Applicant shall submit a heritage tree preservation plan, detailing the location of and methods for all tree protection measures, as described in the *Facebook West Campus Tree Preservation Feasibility and Protection Guidelines*. The project arborist shall submit a letter confirming adequate installation of the tree protection measures. The Applicant shall retain an arborist throughout the term of the project, and the project arborist shall submit periodic inspection reports to the Building Division. The heritage tree preservation plan shall be subject to review and approval by the Planning Division and City Arborist prior to grading permit issuance.

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

9.13 Stationary Noise Source Compliance Data: Concurrent with the Main Construction Phase (8.1.5) building permit submittal, the applicant shall provide a plan that details that all on-site stationary noise sources comply with the standards listed in Section 08.06.030 of the City's Noise Ordinance. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance.

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

9.15 Building Construction Street Impact Fee: Prior to issuance of each building permit, the Applicant shall pay the applicable Building Construction Street Impact Fee in effect at the time of payment, to the satisfaction of the Public Works Director.

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

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

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

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

9.20 Stormwater Operations and Maintenance Agreement: Prior to building permit final for the Main Construction Phase (8.1.5), the Applicant shall enter into an Operations and Maintenance Agreement with the City. The Operations and Maintenance Agreement shall establish a self-perpetuating drainage system maintenance program (to be managed by the Applicant) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other Best Management Practices (BMP). Any accumulation of sediment or other debris shall be promptly removed. Funding for long-term maintenance of all BMPs must be specified in the Operations and Maintenance Agreement. The Operation and Maintenance Agreement shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to building permit final inspection. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works Department for review. This condition shall be in effect for the life of the Project.

9.21 Department of Toxic Substance Control Approval: Prior to issuance of the building permit for the Make Ready Work (8.1.3), the applicant shall comply with one of the two options identified in Section 8.1.1 of this Conditional Development Permit.

9.22 Caltrans Approval: Prior to issuance of the building permit for the foundation (part of the Main Construction Phase 8.1.5), the Applicant shall provide verification of Caltrans approval of the signalized intersection location as set forth in Section 8.1.5.1.3.

9.23 Improvements in the Caltrans Right-of Way: Prior to issuance of TCO for the interior build-out component of the Main Construction Phase (8.1.5.3), the Applicant shall complete all Public ROW improvements (inclusive of installation of the new traffic signal on Bayfront Expressway) and provide verification that Caltrans has accepted the improvements, to the satisfaction of the Public Works Director.

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

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

9.26 On-site Pedestrian Deterrents: The on-site pedestrian deterrent materials and color identified in the Project Plans are subject to further review and modification at the building permit stage. The revised proposal shall meet the satisfaction of the Public Works Director, Building Official and Menlo Park Fire Protection District.

9.27 Willow Road Sidewalk: The alignment of the crosswalk at the Willow Road driveway as shown in the Project Plans is subject to further review and potential modifications. Concurrent with complete plan set submittal for the Main Construction Phase (8.1.5) the applicant shall provide a proposed alignment for the crosswalk to the satisfaction of the Public Works Director, Building Official and Menlo Park Fire Protection District.

9.28 Generator Screening: Consistent with Project Plans, the Applicant shall screen all generators prior to building permit final inspection for interior improvements, to the satisfaction of the Community Development Director.

9.29 Refuse and Recyclables: All garbage bins and carts shall be located within a trash enclosure that meets the requirements of the solid waste disposal provider (Recology), and the City Public Works Department and Planning Division for the lifetime of the project. If additional trash enclosures are required to address the on-site trash bin and cart storage requirements of the Applicant, a complete building permit submittal shall be submitted inclusive of detailed plans, already approved by Recology, for review and approval of the Planning Division and the Public Works Department prior to each building permit issuance.

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

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

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

9.33 Leadership in Energy and Environmental Design: The Applicant will design the building to perform to LEED Building Design and Construction (BD+C) Gold equivalency. The Applicant may satisfy this obligation by delivering a report from its LEED consultant. That report shall be submitted prior to or concurrent with the Main Construction Phase (Section 8.1.5) and is subject to approval by the Community Development Director (not to be unreasonably withheld or conditioned).

9.34 Roof Insulation: In order to achieve compliance with energy savings as modeled in the Energy Analysis prepared by KEMA dated, January 13, 2013, the roof shall achieve an insulation with a minimum combined insulation product value of a minimum of R-25 or the requirement of the California Energy Code in effect at the time of shell permit application, whichever is greater. Compliance with this requirement shall be documented as part of the building permit submittal for the Main Construction Phase (8.1.5) to the satisfaction of the Building Official.

9.35 Lighting: Concurrent with building permit submittal for the Main Construction Phase (8.1.5), the Applicant shall submit a lighting plan, including photometric contours, manufacturer's specifications on the fixtures, and mounting heights to ensure safe access and to illustrate the light and glare do not spillover to neighboring properties, to the satisfaction of the Community Development Director and Public Works Director.

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

9.37 Parking Intrusion: The Applicant shall actively work to prevent the parking of employee and visitor vehicles (whose occupant(s)' final destination is the Project Site) in adjacent neighborhoods, including, but not limited to,

the Belle Haven neighborhood, on other public streets in the City, and on public streets in the City of East Palo Alto to the satisfaction of the Public Works Director. The City reserves the right to require monitoring of neighborhood parking intrusions consistent with the specifications of the West Campus Trip Cap Monitoring and Enforcement Policy, attached hereto as Exhibit A and incorporated herein.

9.38 Primary Entrance Designation: The Applicant shall designate the proposed Bayfront Expressway entries as the primary entrance point to the Project Site. The use of the Willow Road entrance primarily shall be used by Facebook shuttles, delivery and service vehicles, and emergency responders, with minimal access for single occupancy vehicles, to the satisfaction of the Public Works Director.

10. PROJECT SPECIFIC CONDITIONS – UNDERCROSSING IMPROVEMENTS

10.1 Sequencing Undercrossing Improvements: The following outlines the basic sequencing of required permits related to the West Campus Undercrossing Improvements, as illustrated on plan sheet WL.3.3 Undercrossing Section Undercrossing.

i. Bonding: The Applicant shall post a bond to complete the Conceptual West Campus Undercrossing Improvements depicted on page EL.2, Conceptual Undercrossing Plans, of the Facebook East Campus plans dated April 20, 2012 to be drawn on if the Project is not developed as anticipated.
   1. A cost estimate for the construction of the Conceptual West Campus Undercrossing Improvements shall be provided to the City on the Effective Date of the CDP as defined in section 5.2.
   2. A bond for 200% of the approved cost estimate shall be posted within 30 days of the Effective Date of the CDP as defined in section 5.2.

ii. City Approval: The Applicant shall apply for City approval of the West Campus Undercrossing Improvements as follows:
   1. Submit complete set of West Campus Undercrossing Improvement plans to the City concurrent with the Main Construction Phase, in no case later than the Main Construction Phase specified in 8.1.5.2.
   2. Outside Agency Approval: Submit applications to applicable outside agencies within 30 days of City approval of the West Campus Undercrossing Improvement plans and diligently pursue approvals from those outside agencies. Applicable agencies with permitting authority for the West Campus Undercrossing Improvements include:
      a. Caltrans;
      b. California Public Utilities Commission (CPUC);
      c. SamTrans/Joint Powers Board (JPB); and

d. Other Agencies with Jurisdiction

iii. Construction: Construct the West Campus Undercrossing Improvements prior to TCO for interior build-out; provided, however, that if the Applicant does not commence the Project within 365 days of the effective date of the CDP or commences the Project and subsequently abandons work for more than 6 months (Early Construction Trigger), then the Applicant shall construct the Conceptual West Campus Undercrossing Improvements by the later of (a) 180 days after approval of the plans for the Conceptual West Campus Undercrossing Improvements by the City and all applicable agencies with permitting authority and (b) 180 days after the occurrence of the Early Construction Trigger, subject to acceptable delays, including, but not limited to, weather, the presence of nesting birds during nesting season and the presence of burrowing owls, to the satisfaction of the Public Works Director.

10.2 Caltrans Approval: Prior to building permit issuance for the West Campus Undercrossing Improvements, the Applicant shall submit all necessary improvement plans and documents required by Caltrans for work associated with the Project and under their jurisdiction. The plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Applicant shall diligently pursue permitting approval to the satisfaction of the Public Works Director. Upon Caltrans approval, the Applicant shall install the improvements and enter into a long-term maintenance agreement with the City for these improvements (as set forth in Section 8.1.4.1.3) prior to TCO for Interior Build-out of the Main Construction Phase (8.1.5).

10.3 SamTrans/Joint Powers Board (JPB): Prior to building permit issuance for the West Campus Undercrossing Improvements, the Applicant shall submit all necessary improvement plans to SamTrans/JPB for work associated with the project and under their jurisdiction, including, but not limited to design and installation of a safe at-grade pedestrian crossing of the existing railroad. The plans shall be submitted to the Public Works Director for review and approval prior to submittal to SamTrans/JPB. The Applicant shall diligently pursue permitting approval to the satisfaction of the Public Works Director. The improvements shall be installed to the satisfaction of SamTrans/JPB subsequent to applicant obtaining approval from all applicable agencies with jurisdiction.

10.4 California Public Utilities Commission (CPUC): Prior to building permit issuance for the West Campus Undercrossing Improvements, the Applicant shall submit all necessary improvement plans and documents required by California Public Utilities Commission (CPUC) for work associated with the Project and under CPUCs' jurisdiction, including, but not limited to design and installation of a safe at-grade pedestrian crossing of the existing railroad. The plans shall be submitted to the Public Works Director for review and approval prior to submittal to CPUC. The

Applicant shall diligently pursue permitting approval to the satisfaction of the Public Works Director. The improvements shall be installed to the satisfaction of CPUC subsequent to applicant obtaining approval from all applicable agencies with jurisdiction.

10.5 Bay Trail Project Coordination: Prior to building permit issuance, the Applicant shall work cooperatively with the Bay Trail Project on the design of the West Campus Undercrossing Improvements to ensure that the undercrossing is compliant with the Bay Trail requirements to the maximum extent practicable, all to the satisfaction of the Public Works Director.

10.6 Public Access Easements: Concurrent with complete plan set submittal for construction of the West Campus Undercrossing Improvements, the Applicant shall submit a plat and legal description for a public access easement(s) for utilization of the undercrossing to the satisfaction of the Public Works Director. The acceptance of the deed or dedication requires Menlo Park City Council approval prior to TCO for Interior Build-out of the Main Construction Phase (8.1.5).

10.7 Utility Improvements: Concurrent with building permit submittal for the West Campus Undercrossing Improvements, the Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Community Development Director and Public Works Director prior to building permit issuance. Landscaping shall properly screen all utility equipment that is installed outside of a building and cannot be placed underground; subject, however, to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary District, PG&E and any other applicable agencies regarding utility clearances and screening. The plan for new utility installations/upgrades shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes and other equipment boxes. The screening shall be compatible and unobtrusive and subject to the review and approval of the Community Development Director prior to building permit issuance.

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

10.9 Landscape Plan: Concurrent with building permit submittal for the West Campus Undercrossing Improvements, the Applicant shall submit a detailed on-site landscape plan, including the size, species, and location,

and an irrigation plan for review and approval by the Community Development Director and Public Works Director, prior to building permit issuance. The landscape plan shall include all onsite landscaping, adequate sight distance visibility, screening for outside utilities with labels for the utility boxes sizes and heights, fencing inclusive of fence height and materials, and documentation confirming compliance with the Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44), if applicable. The landscape plan shall include an appropriate mix of native and adapted species to complement the nearby Don Edwards San Francisco Bay National Wildlife Refuge and shall be reviewed and approved by the Community Development Director and Public Works Director prior to building permit issuance.

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

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

10.12 Building Construction Street Impact Fee: Prior to issuance of the building permit for the West Campus Undercrossing Improvements, the Applicant shall pay the applicable building construction street impact fee in effect at the time of payment to the satisfaction of the Public Works Director.

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

10.14 Stormwater Operations and Maintenance Agreement: Prior to building permit final for the West Campus Undercrossing Improvements, the Applicant shall enter into an Operations and Maintenance Agreement with the City. The Operations and Maintenance Agreement shall establish a self-perpetuating drainage system maintenance program (to be managed by the property owner or property manager) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other BMPs. Any accumulation of sediment or other debris shall be promptly removed. Funding for long-term maintenance of all BMPs must be specified in the Operations and Maintenance Agreement. The Operation and Maintenance Agreement shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to building

permit final inspection. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works Director for review.

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

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

10.17 Landscape Installation: Prior to building permit final inspection for the West Campus Undercrossing Improvements, landscaping shall be installed per the approved landscape plan, subject to review and approval by the Community Development Director and Public Works Director.

10.18 Building Permit Final: All building permits associated with the Undercrossing Improvements shall be finaled prior to issuance of TCO for the Interior Build-out of the Main Construction Phase (8.1.5) to the satisfaction of the Public Works Director.

11. PROJECT SPECIFIC CONDITIONS – LOT LINE ADJUSTMENT

11.1 Recordation: The Lot Line Adjustment establishing an Access Parcel and a Main Parcel, including the private road name for the Project Site, shall be recorded promptly following the recordation of this Conditional Development Permit, to the satisfaction of the Public Works Director and the Community Development Director.

11.2 Common Ownership: The Access Parcel and the Main Parcel shall remain in common ownership in perpetuity, to the satisfaction of the Public Works Director.

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

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

11.5 Access Parcel Size and Location: The Access Parcel shall be located immediately adjacent to Bayfront Expressway to provide access from Bayfront Expressway to the Main Parcel. If revisions to the size and location of the Access Parcel and associated Main Parcel are required subsequent to recordation to meet Caltrans requirements pertinent to the required new intersection on Bayfront Expressway, the applicant shall apply for a lot line adjustment amendment or comply with such other procedure that the Public Works Director establishes in his/her discretion, and the revisions shall be subject to the review and approval of the Public Works Director. The Public Works Director shall be the final decision maker for any lot line adjustment amendment or other revision requested specifically to comply with Caltrans requirements pertinent to the required new intersection on Bayfront Expressway and such amendment/revision shall not be subject to the appeal procedures identified in the City's Subdivision Ordinance.

12 PROJECT SPECIFIC CONDITIONS - MITIGATION MEASURES

Mitigation measures that are associated with both the East Campus and the West Campus only need to be satisfied once. For example, if Facebook performs the mitigation measure identified in Section 12.2 of this Conditional Development Permit pursuant to the East Campus Project, the Applicant's obligation under Section 12.2 of this Conditional Development Permit will also be deemed satisfied.

12.1 West Campus Vehicle Trip Cap: This mitigation measure would reduce AM and PM peak trips, and thus reduce trips at impacted intersections, and involves the imposition of a trip cap on the West Campus comparable to the Trip Cap that is part of the Project for the East Campus.

The 1,100 peak hour vehicle trip cap has been calculated in a similar fashion to the East Campus trip cap and is based on a comparative ratio between the East and West Campus employee totals in the following manner:

- 2,800 West Campus Employees x (2,600 East Campus Peak Period Trip Cap/6,600 East Campus Employees) = 1,100 West Campus Peak Period Trip Cap

The West Campus vehicle trip cap mitigation shall comply with the West Campus Trip Cap Monitoring and Enforcement Policy. A peak period trip cap of 1,100 trips for the West Campus does not, in and of itself, fully mitigate the impacts in either the AM peak or PM peak for any of the impacted intersections. Because the proposed mitigation would not fully mitigate the impact, it remains significant and unavoidable unless the impact is fully

mitigated through a specific intersection improvement as outlined below (MM-TR-6.1).

12.2 Willow Road and Bayfront Expressway Improvement[1]: The proposed partial mitigation measures for the intersection of Willow Road and Bayfront Expressway include an additional eastbound right turn lane with a right turn overlap phase from Willow Road to Bayfront Expressway, a new Class I bikeway between the railroad tracks and the existing Bay Trail, closing the outbound direction of the driveway at Building 10 to simplify maneuvering through the stop-controlled intersection (inbound access would still be provided), lengthening the existing right-turn pocket at the westbound approach to a full lane between Bayfront Expressway and the stop-controlled intersection, and ensuring the crosswalk at the stop-controlled intersection is accommodated safely.

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

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

If Caltrans does not approve the intersection improvements proposed within five years from the 1601 Willow Road Development Agreement effective date, and the Applicant demonstrates that it has worked diligently to pursue

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

Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Applicant shall be relieved of responsibility to construct the improvement and the bond shall be released by the City. Construction of this improvement by the Applicant shall count as a future credit toward payment of the Transportation Impact Fee (TIF) payable by the Applicant pursuant to the TIF Ordinance. In the event any portion of the intersection improvements is eligible for funding in whole or in part by the City/County Association of Governments (C/CAG) such improvements may be deferred by the City in its sole discretion to pursue such funding and the Applicant may be relieved of its responsibility to construct such portion of the intersection improvements as may be funded by C/CAG, or such responsibility may be deferred until eligibility for funding is determined. (MM-TR-1.1.a)

12.3 Willow Road and Middlefield Road Improvement[2]: The proposed mitigation measure for the intersection of Willow Road and Middlefield Road includes restriping an existing northbound through lane to a shared through and right-turn lane. Implementing this improvement would require traffic signal modifications, removal of the existing triangular median on the southeast corner of the intersection, along with realignment of the crosswalks on the south and east side of the intersection.

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

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and signage and striping modifications. The plans shall be subject to review and approval of the Public Works Director. Upon obtaining approval from the City, the Applicant shall construct the improvements within 180 days of the encroachment permit approval date by the City. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. (MM-TR-1.1.b)

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

12.4 University Avenue and Bayfront Expressway Improvement[3]: The proposed mitigation measure for the intersection of University Avenue and Bayfront Expressway includes an additional southbound through lane and receiving lane. A revised signal timing plan would also be needed. The additional southbound through lane and southbound receiving lane are not feasible due to the right-of-way acquisition from multiple property owners, potential wetlands, relocation of the Bay Trail, and significant intersection modifications, which are under Caltrans jurisdiction. However, the installation of a Class I bikeway (portion of the Bay Trail from west of the railroad tracks to the intersection of University Avenue and Bayfront Expressway) is a feasible, partial mitigation measure for the impact. This partial mitigation measure would require paving, grading, drainage and signing and striping improvements.

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

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

If Caltrans does not approve the proposed improvements within five years from the 1601 Willow Road Development Agreement effective date, and the Applicant demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Applicant shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Applicant submits funds equal to the updated estimated construction cost to the City. The City may use the funds for other transportation improvements,

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

including, but not limited to, bicycle, pedestrian, and transit improvements, and TDM programs throughout the City, with priority given to portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. (MM-TR-1.1.c)

12.5 Bayfront Expressway and Chrysler Drive Improvements[4]: The proposed mitigation measures for the intersection of Bayfront Expressway and Chrysler Drive include restriping the existing eastbound right turn lane to a shared left-right-turn lane.

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

The plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Applicant shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements. The Applicant shall construct the improvements within 180 days of receiving approval from Caltrans.

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

12.6 Marsh Road and Bayfront Expressway[5]: The proposed mitigation measures for the intersection of Marsh Road and Bayfront Expressway include

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

restriping the westbound approach from a shared left-through-right lane to a shared left-through lane and a shared through-right lane.

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

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

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

12.7 Marsh Road and US 101 NB Ramps[6]: The proposed mitigation measures for the intersection of Marsh Road and US 101 Northbound off-ramp include widening the northbound off-ramp on the western side of the approach and adding an additional left-turn lane along with adding a second right-turn lane by restriping one of the existing left-turn lanes. This improvement will require

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

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

relocation of existing traffic signal poles, utility relocation and reconstruction of the curb ramp on the southwest corner of the intersection.

Prior to the 1601 Willow Road Development Agreement approval, the Applicant shall prepare a construction cost estimate for the proposed mitigation measures at the intersection of Marsh Road and US 101 Northbound off-ramp for review and approval of the Public Works Director. Within 90 days of the effective date of the 1601 Willow Road Development Agreement, the Applicant shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the 1601 Willow Road Development Agreement, the Applicant shall submit complete plans to construct the intersection improvements.

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

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

12.8 Marsh Road and Middlefield Road: *Memorandum of Agreement by and Between the Town of Atherton and Facebook, Inc. Regarding the Menlo Park Facebook Campus Project*. The Applicant shall comply with the Memorandum of Agreement by and Between the Town of Atherton and Facebook, Inc. Regarding the Menlo Park Facebook Campus Project dated July 2, 2012 (MM-TR-6.2.c).

12.9 Willow Road and Newbridge Street[7]: The potential mitigation measure for the intersection of Willow Road and Newbridge Street includes an additional

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

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

Prior to the 1601 Willow Road Development Agreement approval, the Applicant shall prepare a construction cost estimate for the feasible mitigation measure at the intersection of Willow Road and Newbridge Street for review and approval of the Public Works Director. Within 90 days of the effective date of the 1601 Willow Road Development Agreement, the Applicant shall provide a performance bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the 1601 Willow Road Development Agreement effective date, the Applicant shall submit complete plans to construct a westbound through/right turn lane approximately 300 feet in length, and a westbound through receiving lane, from the Willow Road and Newbridge Street intersection to the beginning of the northbound US 101 on-ramp, based on impacts to the intersections of Willow Road and Newbridge Street.

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

If Caltrans does not approve the intersection improvements proposed within five years from the 1601 Willow Road Development Agreement effective date, and the Applicant demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Applicant shall be relieved of responsibility to

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

construct the improvement and the bond shall be released by the City after the Applicant submits funds equal to the updated estimated construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, transit improvements, and TDM programs, throughout the City, with priority given to those portions of the City east of US 101. The partial mitigation improvements are not eligible for a Transportation Impact Fee (TIF) credit. (MM-TR-6.2.d)

12.10 University Avenue and Donohoe Street: The proposed mitigation measures for the intersection of University Avenue and Donohoe Street include restriping the westbound approach of the intersection to add a right turn lane and modify the traffic signal to add a right turn overlap phase.

Prior to the approval of the West Campus Development Agreement, the Applicant shall prepare a construction cost estimate for the feasible mitigation measure at the intersection of University Avenue and Donohoe Street for review and approval of the Public Works Director. Within 90 days of the effective date of the West Campus Development Agreement, the Applicant shall provide a performance bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the West Campus Development Agreement effective date, the Applicant shall submit complete plans to construct the improvement.

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

If Caltrans does not approve the intersection improvements proposed within five years from the West Campus Development Agreement effective date, and the Applicant demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Applicant shall be relieved of responsibility to construct the improvement and the bond shall be released. (MM-TR-11.3.h).

12.11 Identify and protect roosting and breeding bats and provide alternative roosting habitat: The Applicant shall implement the following measures to protect roosting and breeding bats found in a tree or structure to be removed with implementation of the Project:

- Prior to tree removal or demolition activities on the West Campus site, the Applicant shall retain a qualified biologist to conduct a focused

survey for bats and potential roosting sites within buildings to be demolished or trees to be removed. The surveys can be conducted by visual identification and can assume presence of hoary bats or the bats can be identified to a species-level with the use of a bat echolocation detector such as an “Anabat” unit. If no roosting sites or bats are found, a letter report confirming absence shall be sent to the California Department of Fish and Game and no further mitigation is required. If roosting sites or hoary bats are found, then the following monitoring, exclusion, and habitat replacement measures shall be implemented. The letter or surveys and supplemental documents shall be provided to the City prior to demolition permit issuance.

- If bats are found roosting outside of nursery season (May 1st through October 1st), then they shall be evicted as described under the bullet-point immediately below. If bats are found roosting during the nursery season, then they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under the bullet-point immediately below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. A 250-foot (or as determined in consultation with the Department of Fish and Game) buffer zone shall be established around the roosting site within which no construction or tree removal shall occur.
- Eviction of bats shall be conducted using bat exclusion techniques, developed by Bat Conservation International (BCI) and in consultation with the Department of Fish and Game that allow the bats to exit the roosting site but prevent re-entry to the site. This would include, but not be limited to, the installation of one way exclusion devices. The devices shall remain in place for seven days and then the exclusion points and any other potential entrances shall be sealed. This work shall be completed by a BCI recommended exclusion professional. The exclusion of bats shall be timed and carried concurrently with any scheduled bird exclusion activities.
- The loss of each roost (if any) will be replaced in consultation with the Department of Fish and Game and may include construction and installation of BCI-approved bat boxes suitable to the bat species and colony size excluded from the original roosting site. Roost replacement will be implemented before bats are excluded from the original roost sites. Once the replacement roosts are constructed and it is confirmed that bats are not present in the original roost site, the structures may be removed or sealed (MM-BR-1.1).

12.12 <u>Conduct preconstruction surveys for burrowing owls</u>: No more than 30 days prior to the commencement of ground disturbing activities in the area of potentially suitable burrowing owl habitat on the West Campus, a preconstruction burrowing owl survey in compliance with California Burrowing Owl Consortium protocols shall be conducted to ensure that no owls have

moved onto the West Campus. If owls are detected during the survey, additional measures are required. These measures include the following: 1) occupied burrows should not be disturbed during the burrowing owl breeding season, defined as February 1 through August 31, unless a qualified biologist approved by CDFG verifies through non-invasive methods that either the birds have not begun egg-laying and incubation, or that juveniles from the occupied burrows are foraging independently and are capable of independent survival; 2) owls on the site are passively relocated (MM-BR.1.2).

12.13 Landscaping Restrictions and Installation of Bird Perching Deterrents on all New Buildings and Other Elevated Structures on the West Campus: The Applicant shall implement the following measures to reduce impacts to special-status marsh species:

- For all new buildings to be constructed on the West Campus, the Applicant shall install bird deterrents along suitable perching sites that would allow raptors or other predatory birds a vantage point from which to prey on western snowy plover, salt marsh harvest mouse, or other special-status species potentially inhabiting the adjacent salt marshes. Such deterrents may include one or more of the following deterrent devices as appropriate for the individual situation: bird spikes, bird netting, electric shock track, sound deterrents, or other devices approved by CDFG and/or USFWS.
- Trees used for landscaping on the West Campus shall consist of species that generally do not reach heights of greater than 30 feet or shall be spaced at appropriate distances to reduce potential lines of sight and limit the distance perching birds could see into the adjacent salt marshes to the north. The landscaping trees may include native or non-invasive ornamental species. Species with broad canopies would be preferred, as tall narrow canopies (e.g., palms or conifers) generally provide better hunting perches for raptors (MM-BR-2.1).

12.14 Nesting Migratory Bird Protection: The Applicant shall implement the following measures to reduce impacts to nesting migratory birds:

- To facilitate compliance with State and federal law (Fish and Game Code and the Migratory Bird Treaty Act (MBTA)) and prevent impacts to nesting birds, the Applicant or the Property Owner (as applicable) shall avoid the removal of trees, shrubs, or weedy vegetation February 1 through August 31 during the bird nesting period. If no vegetation or tree removal is proposed during the nesting period, no surveys are required. If it is not feasible to avoid the nesting period, a survey for nesting birds shall be conducted by a qualified wildlife biologist no earlier than seven days prior to the removal of trees, shrubs, weedy vegetation, buildings, or other construction activity. (MM-BR-4.1.a)
- Survey results shall be valid for the tree removals for 21 days following the survey. If the trees are not removed within the 21-day period, then a new survey shall be conducted. The area surveyed shall include all construction areas as well as areas within 150 feet outside the boundaries of the areas to be cleared or as otherwise determined by the biologist.

In the event that an active nest for a protected species of bird is discovered in the areas to be cleared, or in other habitats within 150 feet of construction boundaries, clearing and construction shall be postponed for at least two weeks or until the biologist has determined that the young have fledged (left the nest), the nest is vacated, and there is no evidence of second nesting attempts. (MM-BR-4.1.b)

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

- Be designed to minimize light pollution including light trespass, over-illumination, glare, light clutter, and skyglow while using bird-friendly lighting colors when possible.
- Avoid uplighting, light spillage, event search lights, and use green and blue lights when possible.
- Turn off unneeded interior and exterior lighting from dusk to dawn during migrations: February 15 through May 31 and August 15 through November 30.
- Include window coverings on rooms where interior lighting is used at night that adequately block light transmission and motion sensors or controls to extinguish lights in unoccupied spaces (MM-BR-4.2).

12.16 Prepare and Obtain a Conditional Letter of Map Revision – Fill (CLOMR-F) from Federal Emergency Management Agency (FEMA) Prior to Issuance of a Grading or Building Permit: Prior to or concurrent with the first building permit submittal for the West Campus, the Applicant shall submit a FEMA CLOMR-F application to the Public Works Department for review and approval. In accordance with the National Flood Insurance Program (NFIP) (Code of Federal Regulations (CFR) 44 Part 65), Section 65.6 (Revision of base flood elevation determinations), the Applicant shall prepare supporting data, including relevant hydraulic and hydrologic analyses, delineation of floodplain boundaries and all other information required by FEMA to review and evaluate the request for a CLOMR-F. The analyses shall clearly show revised and new floodplain boundaries, for the Project area and adjacent areas not affected by the revision, taking into account San Francisco Bay coastal floodplain maps being prepared by the U.S. Army Corps of Engineers for the San Francisquito Creek JPA-sponsored project, if such maps have been adopted by FEMA. Upon receiving City approval, the Applicant shall submit the CLOMR-F application to FEMA. Prior to issuance of any grading or building permit on each site, the applicant shall obtain a CLOMR-F from FEMA. The applicant shall submit an elevation certificate prior to final signoff of the foundation inspection for each structure (MM-HY-2.1).

12.17 Floodproofing of West Campus Underground Infrastructure: Prior to, or at a minimum concurrent with, the issuance of the first construction permit at the

West Campus and in connection with applicable FEMA requirements, the City shall ensure that the Project incorporates design features to flood-proof below-ground infrastructure, including storm drains, sewers, equipment facilities, to withstand hydrostatic forces and buoyancy from sea level rise changes in groundwater levels (MM-HY-4.1).

12.18 Provide Adequate Storm Flow Conveyance Capacity for Sea Level Rise Conditions at the West Campus: Prior to, or at a minimum concurrent with, the issuance of the first construction permit at the West Campus, the City shall ensure that the Project incorporates design features to ensure that the storm drain system conveyance capacity is not constricted by sea level rise at the outlets, including the Caltrans pump station (MM-HY-4.2).

12.19 Update Operation, Maintenance, and Monitoring Plan (OMMP) for the West Campus: Prior to commencement of site grading on the West Campus, the Applicant shall retain a qualified professional to update the OMMP to incorporate site development considerations for the West Campus to ensure continued implementation of Article IV, Section 4.2 (Soil Management) of the Land Use Covenant (LUC).

The update to the OMMP[8] shall include, at a minimum, requirements for soil sampling and laboratory analysis, action levels triggering the need for special handling, as well as stormwater runoff controls (Mitigation Measure HM-2.7), on-site soil movement associated with excavation and fill placement, off-site soil transport (if necessary), and contingency measures in the event activities encounter soil that is odorous, stained, visibly discolored, or is questionable. The Applicant shall submit the updated OMMP to the Department of Toxic Substance Control (DTSC) as required under Article IV Section 4.2 of the LUC, and in accordance with the applicable terms of the Voluntary Cleanup Agreement (VCA). The updated OMMP shall ensure that any human health risk evaluation or assessment used to support approval of soil or groundwater disturbance evaluates the proposed duration and extent of the Project activities, considers the potential for groundwater dermal exposure, and is based on the most current applicable risk evaluation methodologies. The updated OMMP shall also identify how deep foundation design and installation will be managed to reduce the potential for downward migration of contaminants in soil or groundwater.

The City shall not authorize any activity on the West Campus that has the potential to disturb soil until approved by DTSC and all necessary permits and/or approvals have been obtained, including but not limited to any permits for wells and/or borings from San Mateo County and BAAQMD (MM-HM-2.1).

12.20 Health and Safety Plan for the West Campus. Prior to commencement of site grading on the West Campus, the Applicant shall retain a qualified

[8] The update to the OMMP may be accomplished pursuant to the Site Management Plan that the applicant intends to create for the Project Site, subject to review and approval of DTSC.

professional to prepare an updated Health and Safety Plan to implement Article IV, Section 4.2 (Soil Management) of the LUC: The Applicant shall submit the Health and Safety Plan to DTSC as required under Article IV Section 4.2 of the LUC, and in accordance with the applicable terms of the VCA. The City shall not authorize any activity on the West Campus that has the potential to disturb soil until DTSC has approved the updated Health and Safety Plan and all necessary permits have been obtained (MM-HM-2.2).

12.21 West Campus Construction Activity Dust Control Plan (DCP) and Asbestos Dust Management Plan (ADMP): Prior to commencement of site grading on the West Campus, the Applicant shall retain a qualified professional to prepare a DCP/ADMP. The DCP shall incorporate the applicable BAAQMD pertaining to fugitive dust control. The ADMP shall be submitted to and approved by the BAAQMD prior to the beginning of construction, and the Applicant must ensure the implementation of all specified dust control measures throughout the construction of the Project. The ADMP shall require compliance with specific control measures to the extent deemed necessary by the BAAQMD to meet its standard (MM-HM-2.3).

12.22 West Campus Construction Activity Groundwater Management Plan: Prior to site grading on the West Campus, the Applicant shall retain a qualified professional to prepare a Groundwater Management Plan that describes how any groundwater extracted to accommodate site preparation will be tested and disposed of in accordance with existing regulations. The City shall not authorize any activity on the West Campus that would involve dewatering until DTSC has approved the Groundwater Management Plan and all necessary permits or approvals have been obtained, particularly if groundwater requires additional treatment and/or disposal at a permitted facility (MM-HM-2.4).

12.23 Soil Vapor Intrusion Barrier at the West Campus: Prior to the issuance of the first building permit for the first occupied structure at the West Campus, the Applicant shall retain a qualified professional to design a vapor intrusion barrier system consistent with the recommendations set forth in “Phase I Environmental Site Assessment, 312-314 Constitution Drive, Menlo Park, California” dated November 19, 2010 prepared by Cornerstone Earth Group. The City shall not issue a building permit until the vapor intrusion barrier design has been reviewed and approved by DTSC and the City Engineer has reviewed the final design plans to ensure the necessary features have been incorporated into the Project. Such measures could include, but would not be limited to, gas-impermeable membranes.

Appropriate measures shall also be incorporated into Project design to reduce vapor and groundwater migration through trench backfill and utility conduits. Such measures could include placement of low-permeability backfill plugs (MM-HM-2.5).

12.24 Corrosion-Resistant Utility Pipeline Design for the West Campus: Prior to, or at a minimum concurrent with the issuance of utility improvement plan

permits, the Applicant shall retain a qualified licensed professional engineer to determine protective measures for utilities. The City shall not issue any permit for utility construction until the City Engineer has reviewed the final design plans to ensure the necessary corrosion-resistant features have been incorporated into the Project (MM-HM-2.6).

12.25 Stormwater Quality BMPs: The Applicant shall ensure on-site detention/retention basins are lined to prevent groundwater interaction with stormwater and to prevent downward migration of stormwater into groundwater (MM-HM-2.7).

12.26 Construction Stormwater Pollution Prevention Plan for the West Campus: The City shall not issue any permit for grading until a Stormwater Pollution Prevention Plan (SWPPP) has been completed to the satisfaction of the City and necessary construction BMPs have been incorporated into the Project (MM-HM-2.8).

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

12.28 Sanitary Sewer System Improvements[9]: The Applicant shall upsize 114 linear feet of the existing 12-inch diameter pipeline that runs north along Hamilton Avenue, beginning at the Hamilton Avenue/Willow Road intersection, to a 15-inch diameter pipe. To ensure that this work is completed, as part of the 1601 Willow Road Development Agreement, the Applicant is agreeing to conduct these improvements and post a bond equal to 200 percent of the estimated cost of the work. In addition, the Applicant shall purchase a third wastewater pump to be placed into reserve in case of pump failure at Hamilton Henderson Pump Station (HHPS). To ensure this work is completed, as part of the 1601 Willow Road Development Agreement, the Applicant is agreeing to purchase the pump and post a bond equal to 120 percent of the cost of the wastewater pump. (MM-UT-3.1)

12.29 Design Lighting at the West Campus to Meet Minimum Safety and Security Standards: Concurrent with the building permit submittal, the Applicant shall incorporate lighting design specifications to meet minimum safety and security standards. The comprehensive site lighting plans shall be subject to review and approval by the Planning Division prior to building permit issuance

[9] Even though this mitigation measure is associated with both the East Campus and West Campus components of the Project, its implementation was triggered by the East Campus approvals. Consequently, to satisfy the requirements of the East Campus MMRP, the Project Sponsor has already posted a bond for the required pipeline upsizing and has purchased the reserve pump.

of the first building on that site. The following measures shall be included in all lighting plans:

- Luminaries shall be designed with cutoff-type fixtures or features that cast low-angle illumination to minimize incidental spillover of light onto adjacent private properties. Fixtures that shine light upward or horizontally shall not spill any light onto adjacent private properties.
- Luminaries shall provide accurate color rendering and natural light qualities. Low-pressure sodium and high-pressure sodium fixtures that are not color-corrected shall not be used, except as part of an approved sign or landscape plan.
- Luminary mountings shall be downcast and pole heights minimized to reduce potential for back scatter into the nighttime sky and incidental spillover light onto adjacent properties and undeveloped open space. Light poles shall be no higher than 20 feet. Luminary mountings shall be treated with non-glare finishes (MM-AE-3.1).

12.30 Treat Reflective Surfaces at the West Campus: The Applicant shall ensure application of low-emissivity coating on exterior glass surfaces of the proposed structures. The low-emissivity coating shall reduce visible light reflection of the visible light that strikes the glass exterior and prevent interior light from being emitted brightly through the glass (MM-AE-3.2).

12.31 Dust Control: Concurrent with each demolition, grading and drainage, and building permit submittal, the Applicant shall prepare a dust control plan. The plan shall be reviewed and approved by the Building Official prior to demolition permit issuance. To reduce possible fugitive particulate matter emissions during project demolition, excavation and construction phases, the project contractor(s) shall comply with the dust control strategies developed by the Bay Area Air Quality Management District (BAAQMD). The Applicant shall include in all construction contracts the following requirements, or measures shown to be equally effective. These requirements shall be implemented during the demolition, grading, and construction phases to the satisfaction of the Building Official.

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
- Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations (MM-AQ-3.1).

12.32 Reduce Fleet-Wide Average Diesel Particulate Matter (DPM) Emissions. The Project shall develop a plan that is approved by the City prior to issuance of building permits for the Make Ready Work demonstrating that the off-road equipment (more than 50 horsepower) to be used for the West Campus construction (i.e., owned, leased, and subcontractor vehicles) would achieve a Project wide fleet-average 35 percent Particulate Matter reduction compared to the most recent California Air Resources Board (CARB) fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available (MM-AQ-5.1).

12.33 Install Sound Enclosures Around Emergency Generators on the West Campus: The Applicant shall reduce the sound level from the operating generators to a maximum sound level of 88 dBA at 23 feet (7 meters) from the enclosure. Measures that could accomplish this standard include, but are not limited to, installing sound enclosures around all emergency generators, or purchasing equipment that meets this standard (MM-NO-1.1).

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

12.35 Notify Nearby Businesses of Construction Activities on the West Campus that Could Affect Vibration-Sensitive Equipment: The Applicant shall provide notification to property owners and occupants of vibration-sensitive buildings within 225 feet of general construction activities and 900 feet of pile-driving activities, prior to the start of construction at the West Campus, informing them of the estimated start date and duration of vibration-generating construction activities, such as would occur during site preparation, grading, and pile driving. This notification shall include information warning about potential for impacts related to vibration-sensitive equipment. The Applicant shall provide a phone number for the property owners and occupants to call if they have vibration-sensitive equipment on their sites. A copy of the notification and any responses shall be provided to the Planning Division prior

to building permit issuance for any building permits that have the potential to result in vibration, to the satisfaction of the Building Official (MM-NO-2.1).

12.36 Construction Best Management Practices to Reduce Construction Vibration: If vibration-sensitive equipment is identified within 225 feet of general construction activities, including internal road construction or 900 feet of pile-driving activities on the West Campus, the Applicant shall implement the following measures during construction:

- To the extent feasible, construction activities that could generate high vibration levels at identified vibration-sensitive locations shall be scheduled during times that would have the least impact on nearby land uses. This could include restricting construction activities in the areas of potential impact to the early and late hours of the work day, such as from 8:00 am to 10:00 a.m. or 4:00 p.m. to 6:00 p.m. Monday to Friday.
- Stationary sources, such as construction staging areas and temporary generators, shall be located as far from nearby vibration-sensitive receptors as possible.
- Trucks shall be prohibited from idling along streets serving the construction site where vibration-sensitive equipment is located (MM-NO-2.2).

12.37 Construction Noise Plan: The Applicant shall submit a Construction Noise Plan for review and approval by the Planning and Building Divisions prior to the issuance of the demolition permit. The Applicant shall implement the following measures during demolition and construction of the Project:

- To the extent feasible, the noisiest construction activities shall be scheduled during times that would have the least impact on nearby residential land uses. This would include restricting typical demolition and exterior construction activities to the hours of 8:00 a.m. to 6:00 p.m. Monday to Friday.
- Equipment and trucks used for Project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds) wherever feasible.
- Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for Project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible.

- Prior to any pile-driving activities, notification shall be sent to all surrounding property owners and occupants within 300 feet of the Project site informing them of the estimated start date and duration.
- Construction contractors, to the maximum extent feasible, shall be required to use "quiet" gasoline-powered compressors or other electric-powered compressors, and use electric rather than gasoline or diesel powered forklifts for small lifting.
- Stationary noise sources, such as temporary generators, shall be located as far from nearby receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.
- Install temporary plywood noise barriers eight feet in height around the construction site to minimize construction noise to 90 dBA as measured at the applicable property lines of the adjacent uses, unless an acoustical engineer submits documentation that confirms that the barriers are not necessary to achieve the attenuation levels.
- Trucks shall be prohibited from idling along streets serving the construction site.
- Implement "quiet" pile driving technology (e.g., vibratory pile driving or pre-drilled pile holes), where feasible, in consideration of geotechnical and structural requirements and conditions.
- Monitor the effectiveness of noise attenuation measures by taking noise measurements during pile driving activities (MM-NO-4.1).

12.38 <u>Perform Construction Monitoring, Evaluate Uncovered Archaeological Features, and Mitigate Potential Disturbance for Identified Significant Resources at the West Campus:</u> Prior to demolition, excavation, grading, or other construction-related activities on the West Campus, the applicant shall hire a qualified professional archaeologist (i.e., one who meets the Secretary of the Interior's professional qualifications for archaeology or one under the supervision of such a professional) to monitor, to the extent determined necessary by the archaeologist, Project-related earth-disturbing activities (e.g. grading, excavation, trenching). In the event that any prehistoric or historic-period subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian, and/or mortar are discovered during demolition/ construction-related earth-moving activities, all ground-disturbing activity within 100 feet of the discovery shall be halted immediately, and the Planning and Building Divisions shall be notified within 24 hours. City staff shall consult with the Project archeologist to assess the significance of the find. Impacts on any significant resources shall be mitigated to a less-than-significant level through data recovery or other methods determined adequate by the City and that are consistent with the Secretary of the Interior's Standards for Archaeological Documentation. If Native American archaeological, ethnographic, or spiritual resources are discovered, all identification and treatment of the resources shall be conducted by a qualified archaeologist and Native American representatives who are approved by the local Native American community as scholars of the cultural traditions. In the event that no such Native

American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. When historic archaeological sites or historic architectural features are involved, all identification and treatment is to be carried out by historical archaeologists or architectural historians who meet the Secretary of the Interior's professional qualifications for archaeology and/or architectural history (MM-CR-2.1).

12.39 Conduct Protocol and Procedures for Encountering Paleontological Resources at the West Campus: Prior to the start of any subsurface excavations that would extend beyond previously disturbed soils, all construction forepersons and field supervisors shall receive training by a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology (SVP), who is experienced in teaching non-specialists, to ensure they can recognize fossil materials and will follow proper notification procedures in the event any are uncovered during construction. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who will evaluate its significance.

If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards. Construction work in these areas shall be halted or diverted to allow recovery of fossil remains in a timely manner. Fossil remains collected during the monitoring and salvage portion of the mitigation program shall be cleaned, repaired, sorted, and cataloged. Prepared fossils, along with copies of all pertinent field notes, photos, and maps, shall then be deposited in a scientific institution with paleontological collections. A final Paleontological Mitigation Plan Report shall be prepared that outlines the results of the mitigation program. The City shall be responsible for ensuring that monitor's recommendations regarding treatment and reporting are implemented (MM-CR-3.1).

12.40 Comply with State Regulations Regarding the Discovery of Human Remains at the West Campus: If human remains are discovered during any construction activities, all ground-disturbing activity within 50 feet of the remains shall be halted immediately, and the County Coroner shall be notified immediately, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. Additionally, the Building Division shall be notified. If the remains are determined by the County Coroner to be Native American, the Native American Heritage Commission (NAHC) shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The Applicant shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. As necessary, the archaeologist may provide professional assistance to the Most Likely Descendant, including the excavation and removal of the human remains. The Planning Division shall be responsible for approval of

recommended mitigation as it deems appropriate, taking account of the provisions of state law, as set forth in CEQA Guidelines Section 15064.5(e) and Public Resources Code Section 5097.98. The applicant shall implement approved mitigation, to be verified by the Planning Division, before the resumption of ground-disturbing activities within 50 feet of where the remains were discovered (MM-CR-4.1).

13 GENERAL CONDITIONS:

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

13.2 Covenants Run with the Land. All of the conditions contained in this Conditional Development Permit shall run with the land comprising the Property and shall be binding upon, and shall inure to the benefit of the Applicant and its heirs, successors, assigns, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this Conditional Development Permit.

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

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

Exh bit A: West Campus Trip Cap Monitoring and Enforcement Policy

Exhibit A

DRAFT

WEST CAMPUS TRIP CAP MONITORING AND ENFORCEMENT POLICY[1]

The Facebook project includes both an East Campus and a West Campus. Entitlements are currently being sought for the West Campus. Therefore, this West Campus Trip Cap Monitoring and Enforcement Policy is specific to the West Campus.

DEFINITIONS

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

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

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

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

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

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

TRIP CAP

The Trip Cap is included in the Conditional Development Permit (CDP) for the project. Therefore, one way to think about the Trip Cap is in terms of building square footage. A CDP typically defines the maximum building square footage. Increases in building square footage that exceed the maximum permitted building square footage are not allowed without an application for and approval of a change to the CDP. Any increase in building square footage without the appropriate approval violates the CDP. The same is true for the Trip Cap. Facebook must comply with the Trip Cap and may not exceed the Trip Cap without an application for and approval of a change to the CDP. If the Trip Cap is exceeded without the appropriate approval, Facebook is in violation of the CDP.

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

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

- AM Peak Period Trip Cap: 1,100 trips
- PM Peak Period Trip Cap: 1,100 trips
- Daily Trip Cap: 6,350 trips

MONITORING

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

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

Monitoring program details are as follows:

- **Monitoring Days/Times** – The AM Peak Period, the PM Peak Period and total daily trips will be monitored on all non-holiday weekdays. Holidays are those days identified as State holidays in California Government Code Section 6700. This is the condition evaluated in the certified Environmental Impact Report for the Facebook project.
- **Exclusions** – Two types of exclusions from the Trip Cap shall be permissible as discussed below:
    - Special Events: To account for special events and their effect on trips, Facebook may have up to 12 special event exclusions per year or 12 days on which one or more of the AM Peak Period Trip Cap, PM Peak Period Trip Cap or Daily Trip Cap are exceeded, but are not considered violations of the Trip Cap. These special events do not represent typical operating conditions at the West Campus. A special event will be defined as an activity that is not typical of the normal operations of the West Campus and will likely involve more than West Campus employees. If the Trip Cap has been violated as a result of a special event, Facebook shall provide documentation to the City that a special event took place. Upon City review and approval, in the City's sole and reasonable discretion, an exclusion for a special event shall apply.

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

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

- **Count Equipment** – Automated count equipment will be designed and constructed at Facebook's sole expense to collect data on the number of trips at the three West Campus driveways and send the data back to the City offices. The type of count equipment (initial and any future changes) shall be approved by the City, in consultation with Facebook and considering the latest technologies for detection, counting and reporting. The City shall not unreasonably withhold approval of initial count equipment or any future equipment which achieves the result envisioned in this document. The City shall also approve the count equipment that will be used to monitor off-site locations, if the City exercises the option to require such monitoring. The City shall not unreasonably withhold approval of such additional count equipment.
- **Initial Calibration Process** – Once the count equipment has been established, a calibration process will be undertaken to determine the reliability and accuracy of the count equipment. Depending on the type of equipment, the count accuracy can be affected by a number of environmental factors which will need to be confirmed. This calibration process would be conducted prior to final building permit sign-off for occupancy of the West Campus.
- **Determination of Reliability (Sensitivity) Factor** – Based on the calibration analysis, the City and Facebook will agree to a reliability factor for the count stations which will be used to evaluate the count results. The reliability factor would represent the margin of error inherent in the vehicle counting equipment, and would address the exclusion of trips whose final destination is not the West Campus (i.e. wrong turns, uninvited guests, etc).
- **Periodic Count Equipment Testing/Recalibration** – The vehicle detection system will be periodically tested to ensure the accuracy of the monitoring counts. During the first two years of operation, testing will be conducted at six month intervals. If these tests show that the system is operating reliably, then testing can be reduced to once a year. If the equipment is thought to be out of calibration, Facebook will work with the City to test and calibrate the equipment if necessary. The City will have final approval, which approval shall be granted or withheld in a reasonable manner, on all testing and calibration.
- **Installation and Repairs** – The count equipment shall be installed and in good working order prior to final building permit sign-off for occupancy of the West Campus. The City shall have

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

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

ENFORCEMENT

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

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

The specifics for enforcement are as follows:

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

- **Penalties –** Monetary penalties will be imposed for violations of the Trip Cap in excess of the threshold. Penalties are calculated on a per trip basis and progressively increasing penalties will be imposed for subsequent violation(s) of the Trip Cap based on a tiered system described in the table below. Penalties will be applied for each violation including the AM Peak Period, PM Peak Period and the Daily Period. If the AM Peak Period Trip Cap, and/or PM Peak Period Trip Cap and Daily Trip Cap are exceeded on the same day, the penalty paid shall be the greater of the sum of the penalties for the AM Peak Period and PM Peak Period or the Daily penalty. The penalty payment schedule is shown in the table below (in 2012 dollars). The base penalties shall be adjusted annually as set forth below (the intent is for the same penalty rate to apply to both the East and West Campuses):

Penalty Tier[1]	**Applicability**	**Penalty Amount**
Tier 1	Tier 1 is the default tier and applies for the month unless one of the other tiers is applicable.	$50 per trip per day
Tier 2	Tier 2 applies for the month if either (a) penalties were imposed in both of the 2 months immediately preceding that month or (b) penalties were imposed in any 4 of the 6 months immediately preceding that month. Tier 2 will not apply if Tier 3 applies.	$100 per trip per day
Tier 3	Tier 3 applies for the month if penalties were imposed in each of the 6 months immediately preceding that month.	$200 per trip per day

1 Only one tier is applicable for any given violation

An example table showing the penalty amounts:

Penalty Cost Per Day			
Vehicles over Trip cap	**Tier 1**	**Tier 2**	**Tier 3**
100	$5,000	$10,000	$20,000
500	$25,000	$50,000	$100,000
1000	$50,000	$100,000	$200,000
2000	$100,000	$200,000	$400,000

<u>Example calculations</u>

Daily penalty greater:

AM Peak Period exceeds the AM Peak Period Trip Cap by 100 trips
PM Peak Period exceeds the PM Peak Period Trip Cap by 50 trips
Daily trips exceed the Daily Trip Cap by 400 trips

The payment would be:

AM Peak Period penalty = 100 trips x $50/trip = $5,000
PM Peak Period penalty = 50 trips x $50/trip = $2,500
Total Peak Period penalty = $7,500
Daily penalty = 400 trips x $50/trip = $20,000
Penalty Paid = $20,000

AM Peak Period and PM Peak Period penalty greater:

AM Peak Period exceeds the AM Peak Period Trip Cap by 100 trips
PM Peak Period exceeds the PM Peak Period Trip Cap by 50 trips
Daily trips exceed the Daily Trip Cap by 100 trips

The payment would be:

AM Peak Period penalty = 100 trips x $50/trip = $5,000
PM Peak Period penalty = 50 trips x $50/trip = $2,500
Total Peak Period penalty = $7,500
Daily penalty = 100 trips x $50/trip = $5,000
Penalty Paid = $7,500

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

Violations of the Trip Cap for the East Campus are independent of violations of the West Campus Trip Cap. This means, for instance, that if there are violations of the Trip Cap at the East Campus for the six months immediately preceding a particular month, but there are no

violations of the Trip Cap at the West Campus during that same period, Tier 3 would be applicable to the East Campus and Tier 1 would be applicable to the West Campus.

- **Interim Measure –** If Facebook determines that it needs to secure parking in another location as an interim measure to maintain compliance with the Trip Cap, Facebook may, through the City's entitlement process, obtain approval for the use of another private property in Menlo Park (not the East or West Campus) that includes both a building and associated parking. Trips to such an off-site location will not count toward the Trip Cap only if there will be no more trips to that off-site location than is allowed under the then current use of that property.

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

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE DEVELOPMENT AGREEMENT WITH GIANT PROPERTIES, LLC FOR THE PROPERTY LOCATED AT 312 AND 313 CONSTITUTION DRIVE

The City Council of the City Menlo Park does hereby ORDAIN as follows:

SECTION 1. This Ordinance is adopted under the authority of Government Code Section 65864 *et. seq.* and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City").

SECTION 2. This Ordinance incorporates by reference that certain Development Agreement, 312 and 313 Constitution Drive, Menlo Park, CA [APNs 055-260-210 and 220] ("Development Agreement") by and between the City and Giant Properties, LLC ("Developer"), attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3. The City, as lead agency, prepared an Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of an increase in employee density at the property located at 1601 Willow Road, now 1 Hacker Way ("East Campus"), and the redevelopment of the property located at 312 and 313 Constitution Drive ("Property" or "West Campus"). On May 29, 2012, the City Council certified the EIR. Subsequently, the Developer re-designed the West Campus development proposal analyzed in the certified EIR. The City prepared an Addendum to the EIR pursuant to CEQA to examine the environmental effects of the redesign of the West Campus. On March 19, 2013, the City Council considered the Addendum to the EIR and made findings that a subsequent or supplemental EIR was not required for the redesign of the West Campus.

SECTION 4. The City Council finds that the following are the relevant facts concerning the Development Agreement:

1. The General Plan land use designation for the Property is Limited Industry and the Zoning proposed for the Property is M-2-X (General Industrial - Conditional Development District).

2. Developer proposes a unified development on the Property consisting of two lots totaling 22.12 acres (963,682 square feet).

3. Developer proposes to demolish two buildings totaling approximately 127,426 square feet and to redevelop the Property with one building totaling no more than 433,656 square feet in one floor plate over approximately 1,499 parking spaces.

SECTION 5. As required by Section 301 of Resolution No. 4159 and based on an analysis of the facts set forth above, the City Council hereby adopts the following as its findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended by the Project Approvals, as that term is defined in the Development Agreement.

2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located, as amended by the Project Approvals.

3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices.

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

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

6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

7. The Development Agreement will result in the provision of public benefits by the Applicant, including, but not limited to, financial commitments.

SECTION 6. If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

SECTION 7. The ordinance shall take effect 30 days after its passage and adoption. Within 15 days of its adoption, the ordinance shall be posted in three public places within the City, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City prior to the effective date.

********** The remainder of the Page left blank intentionally **********

INTRODUCED, PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the twenty-sixth day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Peter Ohtaki
Mayor, City of Menlo Park

ATTEST:

_____
Margaret S. Roberts, MMC
City Clerk

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

DEVELOPMENT AGREEMENT
312 & 313 CONSTITUTION DRIVE, MENLO PARK, CA
[APNs 055-260-210 & 220]

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2013, by and between the City of Menlo Park, a municipal corporation of the State of California ("City") and Giant Properties, LLC, a Delaware limited liability company ("Owner"), pursuant to the authority of California Government Code Sections 65864-65869.5 and City Resolution No. 4159.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the City and Owner:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.

B. As authorized by Government Code Section 65865(c), the City has adopted Resolution No. 4159 establishing the procedures and requirements for the consideration of development agreements within the City.

C. Owner owns those certain parcels of real property collectively and commonly known as 312 and 313 Constitution Drive, in the City of Menlo Park, California ("Property" or "West Campus") as shown on Exhibit A attached hereto and being more particularly described in Exhibit B attached hereto.

D. Owner intends to demolish all existing structures on the Property and to construct the Project (as defined in this Agreement) on the Property in accordance with the Project Approvals and any other Approvals.

E. Owner (and/or its affiliates) intends to occupy the Property in accordance with the Project Approvals and any other Approvals (as such terms are defined in this Agreement).

F. The City examined the environmental effects of the redevelopment of the West Campus and the Facebook East Campus Project (as defined in this Agreement) in an Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act ("CEQA"). On May 29, 2012, the City Council of the City reviewed and certified the EIR. Following such certification, Owner redesigned the West Campus program analyzed in the certified EIR and the City prepared an Addendum to the EIR (as defined in this Agreement) pursuant to CEQA to examine the environmental

effects of the Project that resulted from the redesign. On March 19, 2013, the City Council of the City considered the Addendum to the EIR and made findings that a subsequent or supplemental environmental impact report was not required.

G. The City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning for, and secure orderly development of, the Project and otherwise achieve the goals and purposes for which Resolution No. 4159 was enacted by City. The Project will generate the public benefits described in this Agreement, along with other fees for the City. Owner will incur substantial costs in order to comply with the conditions of the Approvals and otherwise in connection with the development of the Project. In exchange for the public benefits and other benefits to the City and the public, Owner desires to receive vested rights, including, without limitation, legal assurances that the City will grant permits and approvals required for the development, occupancy and use of the Property and the Project in accordance with the Existing City Laws (as defined in this Agreement), subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the City and Owner desire to enter into this Agreement.

H. On February 25, 2013, after conducting a duly noticed public hearing pursuant to Resolution No. 4159, the Planning Commission of the City recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement (1) is consistent with the objectives, policies, general land uses and programs specified in the General Plan (as defined in this Agreement); (2) is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located; (3) conforms with public convenience, general welfare and good land use practices; (4) will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; (5) will not adversely affect the orderly development of property or the preservation of property values within the City; and (6) will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

I. Thereafter, on March 19, 2013, the City Council held a duly noticed public hearing on this Agreement pursuant to Resolution No. 4159. The City Council made the same findings and determinations as the Planning Commission. On that same date, the City Council made the decision to approve this Agreement by introducing Ordinance No. ____ ("Enacting Ordinance"). A second reading was conducted on the Enacting Ordinance on April 2, 2013, at which the City Council adopted the Enacting Ordinance, making the Enacting Ordinance effective on May 2, 2013.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5 and Resolution No. 4159, and in consideration of the mutual

covenants and promises of the City and Owner herein contained, the City and Owner agree as follows:

1. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.1. Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to authorize and entitle Owner to complete the Project and to develop and occupy the Property in accordance with the terms of the Project including, but not limited to, the items described in the Project Approvals (as defined in this Agreement).

1.2. City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City governing the permitted uses of land, density, design, and improvement applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, the City Laws shall include the General Plan and the City's Zoning Ordinance.

1.3. City Manager. The City Manager or his or her designee as designated in writing from time to time. Owner may rely on the authority of the designee of the City Manager.

1.4. City Wide. Any City Law, Fee or other matter that is generally applicable to one or more kinds or types of development or use of property wherever located in the City. A City Law, Fee or other matter shall not be City Wide if, despite its stated scope, it applies only to the Property or to one or more parcels located within the Property, or if the relevant requirements are stated in such a way that they apply only to all or a portion of the Project.

1.5. Community Development Director. The City's Community Development Director or his or her designee.

1.6. Conditional Development Permit. The conditional development permit approved by the City Council for the development of the Project.

1.7. Conditions. All Fees, conditions, dedications, reservation requirements, obligations for on- or off-site improvements, services, other monetary or non-monetary requirements and other conditions of approval imposed, charged by or called for by the City in connection with the development of or construction on real property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review of any project or impositions made under applicable City Laws.

1.8. Default. As to Owner, the failure of Owner to comply substantially and in good faith with any obligations of Owner under this Agreement; and as to the City, the failure of the City to comply substantially and in good faith with any obligations of City under this Agreement; any such failure by Owner or the City shall be subject to cure as provided in this Agreement.

1.9. Effective Date. The effective date of the Enacting Ordinance pursuant to Government Code Section 65867.5, as specified in Recital I of this Agreement.

1.10. Existing City Laws. The City Laws in effect as of the Effective Date.

1.11. Facebook East Campus Project. The use and occupancy of the 1 Hacker Way property (formerly known as 1601 Willow Road) pursuant to the Amended and Restated Conditional Development Permit, 1601 Willow Road Development Agreement, and other project approvals for 1 Hacker Way (formerly known as 1601 Willow Road) in the City of Menlo Park.

1.12. Fees. All exactions, costs, fees, in-lieu fees, payments, charges and other monetary amounts imposed or charged by the City in connection with the development of or construction on real property under Existing City Laws. Fees shall not include Processing Fees.

1.13. General Plan. Collectively, the General Plan for the City adopted by the City Council on November 30 and December 1, 1994, as previously amended and in effect as of the Effective Date.

1.14. Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any state or federal codes, statutes, executive mandates or court decisions thereunder. The term “Laws” shall exclude City Laws.

1.15. Mitigation Measures. The mitigation measures applicable to the Project, developed as part of the EIR process and required to be implemented through the MMRP and the Conditional Development Permit.

1.16. MMRP. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals and applicable to the Project.

1.17. Mortgage. Any mortgage, deed of trust or similar security instrument encumbering the Property, any portion thereof or any interest therein.

1.18. Mortgagee. With respect to any Mortgage, any mortgagee or beneficiary thereunder.

1.19. Party. Each of the City and Owner and their respective successors, assigns and transferees (collectively, "Parties").

1.20. Processing Fee. A fee imposed by the City upon the submission of an application or request for a permit or Approval, which is intended to cover only the estimated cost to the City of processing such application or request and/or issuing such permit or Approval and which is applicable to similar projects on a City Wide basis, including but not limited to building permit plan check and inspection fees, public works, engineering and transportation plan check and inspection fees, subdivision map application, review and processing fees, fees related to the review, processing and enforcement of the MMRP, and fees related to other staff time and attorney's time incurred to review and process applications, permits and/or Approvals; provided such fees are not duplicative of or assessed on the same basis as any Fees.

1.21. Project. The uses of the Property, the site plan for the Property and the Vested Elements (as defined in Section 3.1), as authorized by or embodied within the Project Approvals and the actions that are required pursuant to the Project Approvals. Specifically, the Project includes the demolition of the existing structures on the Property and the construction of a new office building and certain onsite and offsite improvements as more particularly described in the Project Approvals.

1.22. Project Approvals. The following approvals for the Project granted, issued and/or enacted by the City as of the date of this Agreement, as amended, modified or updated from time to time: (a) this Agreement; (b) the statement of overriding considerations and adoption of the MMRP and other actions in connection with environmental review of the Project; (c) the ordinance rezoning the Property from M-2 to M-2(x); (d) the Conditional Development Permit; (d) the BMR Agreement; (e) the lot line adjustment; and (f) the heritage tree removal permits.

1.23. Public Works Director. The City's Public Works Director or his or her designee.

1.24. Resolution No. 4159. City Resolution No. 4159 entitled "Resolution of the City Council of the City of Menlo Park Adopting Regulations Establishing Procedures and Requirements for Development Agreements" adopted by the City Council of the City of Menlo Park on January 9, 1990.

1.25. Substantially Complete Building Permit Application. Owner's completed or substantially completed application for a building permit for the office building to be built as part of the Project as reasonably determined by the City's Building Official applied in a manner consistent with City's standard practices in effect at the time of building permit submittal, accompanied by (i) payment of all Processing Fees and other fees required to be submitted with such application and (ii) plans/required

submittals for all associated on-site and off-site improvements and parking associated with such building, all as described in the Conditional Development Permit.

2. Effective Date; Term.

2.1. Effective Date. This Agreement shall be dated and the rights and obligations of the Parties hereunder shall be effective as of the Effective Date. Not later than ten (10) days after the Effective Date, the City and Owner shall execute and acknowledge this Agreement, and the City shall cause this Agreement to be recorded in the Official Records of the County of San Mateo, State of California as provided for in Government Code Section 65868.5. However, the failure to record this Agreement within the time period provided for in Government Code Section 65868.5 shall not affect its validity or enforceability among the Parties.

2.2. Term. This Agreement shall terminate five (5) years from the Effective Date (subject to Section 16.1), provided that if Owner submits a Substantially Complete Building Permit Application prior to such termination and the City subsequently issues final building permit sign off allowing occupancy of the Project, then the term of this Agreement shall continue until the latest of: (a) the earlier of (i) Owner and Facebook, Inc. ("Facebook") vacating the West Campus or (ii) February 6, 2026; (b) the expiration of the Recurring Benefit Payment obligation (as defined in this Agreement); or (c) the expiration of the Property Tax Guaranty (as defined in this Agreement).

2.3. Expiration of Term. Except as otherwise provided in this Agreement or any of the Approvals, upon the expiration of the term of this Agreement, (a) this Agreement, and the rights and obligations of the Parties under this Agreement, shall terminate; (b) the Property shall remain subject to the Conditional Development Permit; and (c) Owner shall thereafter comply with the provisions of the City Laws then in effect or thereafter enacted and applicable to the Property and/or the Project, except that the expiration of the term of this Agreement shall not affect any rights of Owner that are or would be vested under City Laws in the absence of this Agreement or any other rights arising from Approvals granted or issued by the City for the construction or development of all or any portion of the Project.

3. General Development of the Project.

3.1. Project. Owner shall have the vested right to develop and occupy the Property in accordance with the terms and conditions of this Agreement and the Project Approvals, and any additional Approvals for the Project and/or the Property obtained by Owner, as the same may be amended from time to time upon application by Owner; and City shall have the right to control development of the Property in accordance with the provisions of this Agreement, so long as this Agreement remains

effective, and the Approvals for the Project and/or the Property. Except as otherwise specified herein, until the expiration or earlier termination of this Agreement, this Agreement, the Approvals and the Existing City Laws shall control the overall development, use and occupancy of the Property, and all improvements and appurtenances in connection therewith, including, without limitation, the density and intensity of use ("Vested Elements"), and all Mitigation Measures and Conditions required or imposed in connection with the Project Approvals in order to minimize or eliminate environmental impacts of the Project.

3.2. Subsequent Projects. The City agrees that as long as Owner develops and occupies the Project in accordance with the terms of this Agreement, Owner's right to develop and occupy the Property shall not be diminished despite the impact of future development in the City on public facilities, including, without limitation, City streets, water systems, sewer systems, utilities, traffic signals, sidewalks, curbs, gutters, parks and other City owned public facilities that may benefit the Property and other properties in the City.

3.3. Other Governmental Permits. Owner or City (whichever is appropriate) shall apply for such other permits and approvals from governmental or quasi-governmental agencies other than the City having jurisdiction over the Project (e.g. the California Department of Transportation) as may be required for the development of or provision of services to the Project; provided, however, that City shall not apply for any such permits or approvals without Owner's prior written approval. The City shall use its best efforts to promptly and diligently cooperate, at no cost to the City, with Owner in its endeavors to obtain such permits and approvals and, from time to time at the request of Owner, shall proceed with due diligence and in good faith to negotiate and/or enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. All such applications, approvals, agreements, and permits shall be obtained at Owner's cost and expense, including payment of City staff time in accordance with standard practices, and Owner shall indemnify City for any liabilities imposed on City arising out of or resulting from such applications, permits, agreements and/or approvals. The indemnifications set forth in this Section 3.3 shall survive the termination or expiration of this Agreement. To the extent allowed by applicable Laws, Owner shall be a party or third party beneficiary to any such agreement between City and such agencies and shall be entitled to enforce the rights of Owner or the City thereunder and/or the duties and obligations of the parties thereto.

3.4. Additional Fees. Except as set forth in this Agreement and the Project Approvals, the City shall not impose any further or additional fees (including, without limitation, any fees, taxes or assessments not in existence as of the Effective Date or not applicable to the Project in accordance with the Existing City Laws, the

Project Approvals and this Agreement), whether through the exercise of the police power, the taxing power, or any other means, other than those set forth in the Project Approvals, the Existing City Laws and this Agreement. In addition, except as set forth in this Agreement, the base or methodology for calculating all such Fees applicable to the construction and development of the Project shall remain the same for such Fees as in effect as of the Effective Date. Notwithstanding the foregoing, the following provisions shall apply:

3.4.1. If the City forms an assessment district including the Property, and the assessment district is City Wide or applies to all M-2 Zoned properties and is not duplicative of or intended to fund any matter that is covered by any Fee payable by Owner, the Property may be legally assessed through such assessment district based on the benefit to the Property (or the methodology applicable to similarly situated properties), which assessment shall be consistent with the assessments of other properties in the district similarly situated. In no event, however, shall Owner's obligation to pay such assessment result in a cessation or postponement of development and occupancy of the Property or affect in any way Owner's development rights for the Project.

3.4.2. The City may charge Processing Fees to Owner for land use approvals, building permits, encroachment permits, subdivision maps, and other similar permits and approvals which are in force and effect on a City Wide basis or applicable to all M-2 Zoned properties at the time Owner submits an application for those permits.

3.4.3. If the City exercises its taxing power in a manner which will not change any of the Conditions applicable to the Project, and so long as any new taxes or increased taxes are uniformly applied on a City Wide basis or applied uniformly to M-2 Zoned properties, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City similarly situated.

3.4.4. If, as of the Effective Date, the Existing City Laws under which the Fees applicable to the Project have been imposed provide for automatic increases in Fees based upon the consumer price index or other method, then the Project shall be subject to any such increases in such Fees resulting solely from the application of any such index or method in effect on the Effective Date.

3.4.5. If Laws are adopted by the State of California or the federal government which impose fees on new or existing projects, such fees shall be applicable to the Project.

3.5. Effect of Agreement. This Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may be modified from time to time in accordance with the terms of the Project

Approvals), including but not limited to the Conditional Development Permit, shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.

3.6. Review and Processing of Approvals. The City shall accept, review and shall use its best efforts to expeditiously process Owner's applications and requests for Approvals in connection with the Project in good faith and in a manner which complies with and is consistent with the Project Approvals and this Agreement. The City shall approve any application or request for an Approval which complies and is consistent with the Project Approvals. Owner shall provide the City with the Processing Fees, applications, documents, plans, materials and other information necessary for the City to carry out its review and processing obligations. Owner shall submit all applications and requests for Approvals in the manner required under applicable City Laws in effect as of the time of such submittal. The Parties shall cooperate with each other and the City shall use its best efforts to cause the expeditious review, processing and issuance of the approvals and permits for the development and occupation of the Project in accordance with the Project Approvals.

4. Specific Criteria Applicable to the Project.

4.1. Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including, but not limited to any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise expressly provided in this Agreement, the laws and policies applicable to the Property are and shall be as set forth in Existing City Laws (regardless of future changes in Existing City Laws by the City) and the Project Approvals. Owner shall also have the vested right to develop and occupy or to cause the Property to be developed and occupied in accordance with the Vested Elements; provided that the City may apply and enforce the California Building Code as amended and adopted by the City (including the Mechanical Code, Electrical Code and Plumbing Code) and the California Fire Code as amended and adopted by the City and/or the Menlo Park Fire Protection District, as such codes may be in effect at the time Owner applies for building permits for any aspect of the Project. Without limiting the generality of the foregoing, except as otherwise expressly provided in this Agreement, during the term of this Agreement, the City shall not, without the prior written consent of Owner: (a) apply to the Project any new or amended ordinance, resolution, rule, regulation, requirement or official policy that is inconsistent with any Existing City Laws or Approvals and that would have the effect of delaying, preventing, adversely affecting or imposing any new or additional condition with respect to the Project; or (b) apply to the Project or any portion thereof any new or amended ordinance, resolution, rule, regulation, requirement or official policy that requires additional discretionary review or approval for the proposed development, use and/or occupancy of the Project.

4.2. Application of New City Laws. Nothing herein shall prevent the City from applying to the Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement, and which do not affect the Vested Elements, impose any further or additional fees or impose any other conditions on the Project, including, without limitation, those requiring additional traffic improvements/requirements or additional off-site improvements, that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project shall be considered in conflict with this Agreement and the Existing City Laws:

4.2.1. Limiting or reducing the density or intensity of use of the Property;

4.2.2. Limiting grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals; or

4.2.3. Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by the Project Approvals.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws.

4.3. Timing. Without limiting the foregoing, no moratorium or other limitation affecting the development and occupancy of the Project or the rate, timing or sequencing thereof shall apply to the Project.

4.4. Subsequent Environmental Review. The Parties acknowledge and agree that the EIR and the Addendum to EIR contain a thorough environmental analysis of the Project and the Project alternatives, and specifies the feasible Mitigation Measures available to eliminate or reduce to an acceptable level the environmental impacts of the Project. The Parties further acknowledge and agree that the EIR and Addendum to EIR provide an adequate environmental analysis for the City's decisions to authorize Owner to proceed with the Project as embodied in the Project Approvals and this Agreement and subsequent development of the Project during the term of this Agreement. The Mitigation Measures imposed are appropriate for the implementation of proper planning goals and objectives and the formulation of Project conditions of approval. In view of the foregoing, the City agrees that the City will not require another or additional environmental impact report or environmental review for any subsequent Approvals implementing the Project. Owner shall defend, indemnify and hold the City harmless from any costs or liabilities incurred by the City in connection with any

litigation seeking to compel the City to perform additional environmental review of any subsequent Approvals.

4.5. Easements; Improvements. The City shall cooperate with Owner in connection with any arrangements for abandoning existing easements and facilities and the relocation thereof or creation of any new easements within the Property or the undercrossing necessary or appropriate in connection with the development of the Project. If any such easement is owned by the City or an agency of the City, the City or such agency shall, at the request of Owner, take such action and execute such documents as may be reasonably necessary in order to abandon and relocate such easement(s) as necessary or appropriate in connection with the development of the Project in accordance with the Project Approvals. All on-site and off-site improvements required to be constructed by Owner pursuant to this Agreement, including those set forth in the Project Approvals, shall be constructed by Owner.

5. Conditions Precedent. Owner's obligations (if any) under Sections 6 through 13 inclusive are expressly conditioned on the resolution of all legal challenges, if any, to the Addendum to EIR, the Project Approvals and the Project (the "Legal Challenges Condition"), and the City's issuance of a building permit for the construction of the office building to be built as part of the Project. If no litigation or referendum is commenced challenging the Addendum to EIR, the Project Approvals and/or the Project, then the Legal Challenges Condition will be deemed satisfied 90 days after the Effective Date. If litigation or a referendum is commenced challenging the Addendum to EIR, the Project Approvals and/or the Project, then the Legal Challenges Condition will be deemed satisfied on the date of final, non-appealable resolution of all litigation in a manner that is reasonably acceptable to Owner or resolution of the referendum in a manner that is reasonably acceptable to Owner. The conditions described in this Section 5 shall, collectively, be referred to as the "Conditions Precedent".

6. One Time Public Benefit; Capital Improvement. Within 60 days of the later of (a) City sign off on final building permits allowing occupancy of the West Campus by Owner and (b) Owner's receipt of City's request for payment, Owner shall make a one-time payment of One Hundred Thousand Dollars ($100,000) to the City for the City's unrestricted use toward capital improvement projects that benefit the adjacent Belle Haven neighborhood as determined by the City Council. The benefit under this Section 6 shall not be payable unless the City signs off on building permits allowing occupancy by Owner of the building to be built on the West Campus.

7. On-Going Public Benefits, Conditions.

7.1 Recurring Public Benefit Payment. Owner will make an annual payment of One Hundred Fifty Thousand Dollars ($150,000.00) per year ("Recurring

Public Benefit Payment") to the City for ten years for a total of One Million Five Hundred Thousand Dollars ($1,500,000.00). The first payment of the Recurring Public Benefit Payment will be due and payable on July 1 of the City's fiscal year commencing after City sign off on final building permits allowing occupancy by Owner of the building to be built on the West Campus. Subsequent payments of the Recurring Public Benefit Payment will be due and payable in full to the City on July 1 of each fiscal year thereafter for which the Recurring Public Benefit Payment is payable. The Recurring Public Benefit Payment will be payable for this ten (10) year period with no proration, reduction or suspension and shall survive the termination of this Agreement. The benefit under this Section 7.1 shall not be payable unless the City signs off on building permits allowing occupancy by Owner of the building to be built on the West Campus.

7.2 Property Tax Guaranty. Commencing with the first tax fiscal year following the initial reassessment of the Property by the San Mateo County Assessor (the "Assessor") following completion of the Project and the initial occupancy of the West Campus by Owner, and for a total period of ten (10) years following such initial reassessment, Owner agrees to pay to the City the positive difference (if any) between (a) the real and personal property tax revenues the City would receive for a given tax fiscal year assuming the assessed value of the Property (land and improvements) and personal property and fixtures situated at the Property is the greater of $230,085,000 or the initial reassessed value of the Property (land and improvements) and personal property and fixtures situated at the Property as determined by the Assessor following completion of the Project, and (b) the actual real and personal property tax revenue received by the City for such tax fiscal year ("Property Tax Guaranty"). For purposes of clarification, in any fiscal year during which the Property Tax Guaranty applies, no payment will be due to the City pursuant to this section if the assessed value of the Property (land and improvements) and personal property and fixtures situated at the Property in that fiscal year is greater than or equal to the greater of (i) $230,085,000 or (ii) the initial reassessed value of the Property (land and improvements) and personal property and fixtures situated at the Property, as determined by the Assessor following completion of the Project. Nothing herein shall limit Owner's right to challenge or appeal any assessment of the Property, any assessment of personal property situated at the Property, and/or the amount of taxes payable to the San Mateo County Tax Collector in any year. The benefit under this Section 7.2 shall not be payable unless the City signs off on building permits allowing occupancy by Owner of the building to be built on the West Campus.

7.3 Sales and Use Taxes.

7.3.1 For all construction work performed as part of the Project, Owner agrees to make diligent, good faith efforts, with the assistance of City's designated representative to include a provision in all construction contracts for $5 million or more

with qualifying contractors, subcontractors and material suppliers holding reseller's permits to obtain a sub-permit from the California State Board of Equalization to book and record construction materials purchases/sales as sales originating within the City. Upon request of the City Manager or the City's designated representative, Owner shall make available copies of such contracts or other documentation demonstrating compliance with these requirements. Owner shall have the right to redact unrelated portions of such contracts. The provisions of this Section 7.3.1 shall not be applicable to any subsequent remodeling or construction on the West Campus following the final building permit sign off for the initial occupancy of the building to be built as part of the Project.

7.3.2 With respect to the purchase of furnishings, equipment and personal property for the initial occupancy of the new building to be constructed as part of the Project, Owner shall cooperate with the City and its designated representative and, if the City or its designated representative identifies commercially reasonable strategies to maximize use taxes to be received by the City, to then use diligent, good faith efforts to maximize use taxes to be received by the City with respect to the purchase and use of such furnishings, equipment and personal property by acting in accordance with the commercially reasonable strategies identified by the City or its designated representative (and in any case, only to the extent allowed by applicable Laws). Notwithstanding the preceding, Owner shall not be obligated to establish a California Sales and Use Tax permit and/or a Use Tax Direct Payment Permit identifying the City as the point of sale or the point of use for allocation purposes, but shall be obligated to provide City or its designated representative with such documents as are reasonably necessary to assist City or such representative in ensuring the appropriate allocation of use taxes to the West Campus location.

7.3.3 To the extent sales and/or use taxes are not separately reported for the West Campus and the East Campus, and provided that Owner and/or Facebook occupies both the West Campus and the East Campus, there shall be an equitable apportionment of the sales and use taxes to each campus based on location of employees, square footage of buildings, point of sale or such other equitable apportionment as the Parties may determine.

8. Local Community Fund. Within one year of final building permit sign off allowing occupancy of the West Campus by Owner, Owner shall contribute an additional One Hundred Thousand Dollars ($100,000) to the Local Community Fund ("LCF") previously established and funded by Facebook; provided, however, if the LCF is depleted at the time Owner receives a building permit for the office building to be built as part of the Project, Owner will make the contribution within six months of satisfaction of the Conditions Precedent. The benefit under this Section 8 shall not be payable

unless the City signs off on building permits allowing occupancy by Owner of the building to be built on the West Campus.

9. Recycling. Owner agrees to use, or cause to be used, the City's franchisee for all trash and recycling services, provided the rates charged to Owner by such franchisee for trash and recycling removal services are the same as those charged by such franchisee to other commercial users in the City.

10. Design and Environment. Owner has entered into a contract with Gehry Partners LLP for design of the West Campus, and Owner anticipates that Gehry Partners LLP will be the registered architect for the Project. Owner will design the West Campus so that the roof includes living elements including trees, plant elements and other green features as generally shown and described in the Project Approvals. Owner will design the building located at the West Campus to perform to LEED Building Design and Construction (BD+C) Gold equivalency. Owner may satisfy this obligation by delivering a report from its LEED consultant to the City demonstrating satisfaction with this condition. That report will be subject to approval by the City (not to be unreasonably withheld or conditioned).

11. Public Access. Owner will allow public access to the landscaped area on the West Campus that is adjacent to the undercrossing (note this public access is in addition to the dedicated access easement to the undercrossing that Facebook previously agreed to provide and does not modify or alter the requirement that Facebook and/or Owner improve and dedicate a public access easement from Willow Road, under Bayfront Expressway and connecting to the Bay Trail). This area is adjacent to the dedicated easement that will connect the segment of the Bay Trail that is adjacent to Bayfront Expressway with Willow Road and the segment of the Bay Trail that is east of Willow Road. Owner, in Owner's reasonable discretion, will install benches, art or other amenities in this area for the benefit of the public. The public access right to the additional landscaped area will be a right to pass by permission and Owner will have the right to implement rules and regulations governing such access.

12. Future Pedestrian/Bike Access. Owner agrees that (a) if a public transit agency begins operating service (whether by train or bus) on the rail spur adjacent to the West Campus and locates a transit stop at or near the intersection of Willow Road and the rail spur (the "Willow Stop"), (b) if there is not an alternative stop that would conveniently serve people that occupy the properties located immediately adjacent to Bayfront Expressway and between Chilco Street and the West Campus (collectively, the "Tyco Properties"), and (c) if the City wishes to provide a pedestrian/bike route between the Willow Stop and the Tyco Properties, then, upon the City's request, Owner will reasonably cooperate with the City and explore whether a pedestrian/bike route between the Willow Stop and the Tyco Properties could be placed on the West

Campus. In addition, Owner agrees that if, following the City's request, Owner determines that a pedestrian/bike route can be placed on the West Campus without negatively impacting Owner's operations there, Owner will allow the City to construct such a pedestrian/bike access route in a location determined by Owner (in its reasonable discretion).

13. Facebook East Campus Public Benefits. If the commitments and obligations under the Housing (Section 9), Local Community Fund (Section 10), Bay Trail Gap (Section 11), Utility Undergrounding (Section 12), Jobs (Section 13), Environmental Education (Section 16), Local Purchasing (Section 18), Transportation Demand Management Information Sharing (Section 19) and Volunteerism (Section 20) sections of the 1601 Willow Road Development Agreement terminate due to (a) Facebook vacating the East Campus or (b) the early termination of the lease for the East Campus, then Owner will agree to continue to satisfy such commitments and obligations until the earlier of (i) Owner and Facebook vacating the West Campus or (ii) February 6, 2026.

14. Indemnity. Owner shall indemnify, defend and hold harmless City, and its elective and appointive boards, commissions, officers, agents, contractors, and employees (collectively, "City Indemnified Parties") from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, the development and occupancy of the Project, any Approval with respect thereto, or claims for injury or death to persons, or damage to property, as a result of the operations of Owner or its employees, agents, contractors, representatives or tenants with respect to the Project (collectively, "Owner Claims"); provided, however, that Owner shall have no liability under this Section 14 for Owner Claims arising from the gross negligence or willful misconduct of any City Indemnified Party, or for Claims arising from, or that are alleged to arise from, the repair or maintenance by the City of any improvements that have been offered for dedication by Owner and accepted by the City.

15. Periodic Review for Compliance.

15.1. Annual Review. The City shall, at least every 12 months during the term of this Agreement, review the extent of Owner's good faith compliance with the terms of this Agreement pursuant to Government Code § 65865.1 and Resolution No. 4159. Such review shall be scheduled to coincide with the City's review of compliance with the 1601 Willow Road Development Agreement. Notice of such annual review shall be provided by the City's Community Development Director to Owner not less than 30 days prior to the date of the hearing by the Planning Commission on Owner's good faith compliance with this Agreement and shall to the extent required by law include the statement that any review may result in amendment or termination of this Agreement. A

finding by the City of good faith compliance with the terms of this Agreement shall conclusively determine the issue up to and including the date of such review.

15.2. Non-Compliance. If the City Council makes a finding that Owner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Owner describing (a) such failure and that such failure constitutes a Default, (b) the actions, if any, required by Owner to cure such Default, and (c) the time period within which such Default must be cured. If the Default can be cured, Owner shall have a minimum of 30 days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such 30 day period, if Owner shall commence within such 30 day time period the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default, Owner shall have such additional time period as may be required by Owner within which to cure such Default.

15.3. Failure to Cure Default. If Owner fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

15.4. Proceeding Upon Amendment or Termination. If, upon a finding under Section 15.2 of this Agreement and the expiration of the cure period specified in such Section 15.2, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Owner of its intention so to do. The notice shall be given at least 30 days before the scheduled hearing and shall contain:

15.4.1. The time and place of the hearing;

15.4.2. A statement that the City proposes to terminate or to amend this Agreement; and

15.4.3. Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

15.5. Hearings on Amendment or Termination. At the time and place set for the hearing on amendment or termination, Owner shall be given an opportunity to be heard, and Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or, with Owner's agreement to amend rather than terminate, amend this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

15.6. Effect on Transferees. If Owner has transferred a partial interest in the Property to another party so that title to the Property is held by Owner and additional parties or different parties, the City shall conduct one annual review applicable to all parties with a partial interest in the Property and the entirety of the Property. If the City Council terminates or amends this Agreement based upon any such annual review and the determination that any party with a partial interest in the Property has not complied in good faith with the terms and conditions of this Agreement, such action shall be effective as to all parties with a partial interest in the Property and to the entirety of the Property.

16. Permitted Delays; Subsequent Laws.

16.1. Extension of Times of Performance. In addition to any specific provisions of this Agreement, (i) the deadline for Owner to submit a Substantially Complete Building Permit Application under Section 2.2 shall be extended; and (ii) the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended; where delays or failures to perform are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasi-governmental entities other than the City, unusually severe weather, acts of another Party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse the City's performance) or any other causes beyond the reasonable control, or without the fault, of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause of the delay. If a delay occurs, the Party asserting the delay shall use reasonable efforts to notify promptly the other Parties of the delay. If, however, notice by the Party claiming such extension is sent to the other Party more than 30 days after the commencement of the cause of the delay, the period shall commence to run as of only 30 days prior to the giving of such notice. The time period for performance under this Agreement may also be extended in writing by the joint agreement of the City and Owner. Litigation attacking the validity of the EIR, the Addendum to EIR, the Project Approvals and/or the Project shall also be deemed to create an excusable delay under this Section 16.1, but only to the extent such litigation causes a delay and the Party asserting the delay complies with the notice and other provisions regarding delay set forth hereinabove. Except as expressly set forth in Section 2.2 and this Section 16.1, in no event shall the term of this Agreement be extended by any such delay without the mutual written agreement of the City and Owner.

16.2. Superseded by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer reasonably and in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in Owner's reasonable business judgment, then Owner shall have the right to terminate this Agreement by written notice to the City. Owner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the preceding, nothing herein shall permit the City to enact Laws that conflict with the terms of this Agreement.

17. Termination.

17.1. City's Right to Terminate. The City shall have the right to terminate this Agreement only under the following circumstances:

17.1.1. The City Council has determined that Owner is not in good faith compliance with the terms of this Agreement, and this Default remains uncured, all as set forth in Section 15 of this Agreement.

17.2. Owner's Right to Terminate. Owner shall have the right to terminate this Agreement only under the following circumstances:

17.2.1. Owner has determined that the City is in Default, has given the City notice of such Default and the City has not cured such Default within 30 days following receipt of such notice, or if the Default cannot reasonably be cured within such 30 day period, the City has not commenced to cure such Default within 30 days following receipt of such notice and is not diligently proceeding to cure such Default.

17.2.2. Owner is unable to complete the Project because of supersedure by a subsequent Law or court action, as set forth in Sections 16.2 and 22 of this Agreement.

17.2.3. Owner determines in the first five (5) years after the Effective Date, in its business judgment, that it does not desire to proceed with the construction of the Project.

17.3. Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of the Parties.

17.4. Effect of Termination. If this Agreement is terminated pursuant to this Section 17, such termination shall not affect (a) any condition or obligation due to the City from Owner and arising prior to the date of termination and/or (b) the Project Approvals.

17.5. Recordation of Termination. In the event of a termination, the City and Owner agree to cooperate with each other in executing and acknowledging a Memorandum of Termination to record in the Official Records of San Mateo County within 30 days following the effective date of such termination.

18. Remedies. Any Party may, in addition to any other rights or remedies provided for in this Agreement or otherwise available at law or equity, institute a legal action to cure, correct or remedy any Default by the another Party; enforce any covenant or agreement of a Party under this Agreement; enjoin any threatened or attempted violation of this Agreement; or enforce by specific performance the obligations and rights of the Parties under this Agreement.

19. Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

20. Attorneys' Fees. If a Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a Default, or otherwise to enforce rights or obligations arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party its costs and expenses of such action or proceeding, including reasonable attorneys' fees and costs, and costs of such action or proceeding, which shall be payable whether such action or proceeding is prosecuted to judgment. "Prevailing Party" within the meaning of this Section 20 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

21. Limitations on Actions. The City and Owner hereby renounce the existence of any third party beneficiary of this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provisions of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

22. Effect of Court Action. If any court action or proceeding is brought by any third party to challenge the Addendum to the EIR, the EIR, the Project Approvals and/or the Project, or any portion thereof, and without regard to whether Owner is a party to or real party in interest in such action or proceeding, then (a) Owner shall have the right to terminate this Agreement upon 30 days' notice in writing to City, given at any time during the pendency of such action or proceeding, or within 90 days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (b) any such action or proceeding shall constitute a permitted delay under Section 16.1 of this Agreement. Owner shall pay the City's cost and expense, including attorneys' fees and staff time incurred by the City in defending any such action or participating in the defense of such action and shall indemnify the City from any award of attorneys' fees awarded to the party challenging this Agreement, the Project Approvals or any other permit or Approval. The defense and indemnity provisions of this Section 22 shall survive Owner's election to terminate this Agreement. Notwithstanding anything to the contrary herein, Owner shall retain the right to terminate this Agreement pursuant to this Section 22 even after (a) it has vacated the Property and (b) its other rights and obligations under this Agreement have terminated.

23. Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing, to the knowledge of the certifying Party, (a) that this Agreement is in full force and effect and a binding obligation of the Parties, (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) that the requesting Party is not in Default in the performance of its obligations under this Agreement, or if the requesting Party is in Default, the nature and amount of any such Defaults, (d) that the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance, and (e) as to such other matters concerning this Agreement as the requesting Party shall reasonably request. A Party receiving a request hereunder shall execute and return such certificate within 30 days following the receipt thereof. The City Manager shall have the right to execute any certificate requested by Owner hereunder. The City acknowledges that a certificate may be relied upon by transferees and Mortgagees.

24. Mortgagee Protection; Certain Rights of Cure.

24.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recordation of this Agreement in the San Mateo County, California Official Records, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage, and subject to Section 24.2 of this Agreement, all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, and the benefits hereof will inure to the benefit of such party.

24.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 24.1 above, no Mortgagee or other purchaser in foreclosure or grantee under a deed in lieu of foreclosure, and no transferee of such Mortgagee, purchaser or grantee shall (a) have any obligation or duty under this Agreement to construct, or to complete the construction of, improvements, to guarantee such construction or completion or to perform any other monetary or nonmonetary obligations of Owner under this Agreement, and (b) be liable for any Default of Owner under this Agreement; provided, however, that a Mortgagee or any such purchaser, grantee or transferee shall not be entitled to use the Property in the manner permitted by this Agreement and the Project Approvals unless it complies with the terms and provisions of this Agreement applicable to Owner.

24.3. Notice of Default to Mortgagee; Right to Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of Default given Owner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Owner, any notice of a Default or determination of noncompliance given to Owner. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the Default claimed or the areas of noncompliance set forth in the City's notice. If the Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, or any portion thereof, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver, by foreclosure or otherwise, and may thereafter remedy or cure the Default or noncompliance within 90 days after obtaining possession of the Property or such portion thereof. If any such Default or noncompliance cannot, with reasonable diligence, be remedied or cured within the applicable 90 day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default or noncompliance if such Mortgagee commences a cure during the applicable 90 day period, and thereafter diligently pursues such cure to completion.

25. Assignment, Transfer, Financing.

25.1. Owner's Right to Assign. Subject to the terms of this Agreement, Owner shall have the right to transfer, sell and/or assign Owner's rights and obligations under this Agreement in conjunction with the transfer, sale or assignment of all or a partial interest in the Property. If the transferred interest consists of less than Owner's entire title to or interest in the Property, such transferee shall take such title or interest subject to all of the terms and provisions of this Agreement. Any transferee shall assume in writing the obligations of Owner under this Agreement and the Project Approvals arising or accruing from and after the effective date of such transfer, sale or assignment.

25.2. Financing. Notwithstanding Section 25.1 of this Agreement, Mortgages, sales and lease-backs and/or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the development of the Property are permitted without the need for the lender to assume in writing the obligations of Owner under this Agreement and the Project Approvals. Further, no foreclosure, conveyance in lieu of foreclosure or other conveyance or transfer in satisfaction of indebtedness made in connection with any such financing shall require any further consent of the City, regardless of when such conveyance is made, and no such transferee will be required to assume any obligations of Owner under this Agreement.

25.3. Release Upon Transfer of Property.

25.3.1. Upon Owner's sale, transfer and/or assignment of all of Owner's rights and obligations under this Agreement in accordance with this Section 25, Owner shall be released from Owner's obligations pursuant to this Agreement which arise or accrue subsequent to the effective date of the transfer, sale and/or assignment.

25.3.2. Owner shall have the right to propose to the City alternative or substitute security for any of Owner's monetary obligations under this Agreement, including Owner's obligations to make the Recurring Public Benefit Payment pursuant to Section 7.1 of this Agreement. Such alternative or substitute security may consist of, without limitation, a letter of credit, a cash deposit and/or real property or personal property collateral acceptable to City in its sole discretion. If the City accepts any such alternative or substitute security, the monetary obligations of Owner for which such alternative or substitute security shall have been provided shall no longer constitute a covenant running with the land or otherwise be binding upon any owner of any portion of the Property, and shall instead be the personal obligation of Owner but with the City's recourse with respect to such monetary obligation limited to the alternative or substitute security. Owner shall pay for all City costs of considering

Owner's request for City's acceptance of such alternative or substitute security, including but not limited to cost of consultants retained to consider and advise the City Manager or City Council on such request.

26. Covenants Run With the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall constitute covenants that shall run with the land comprising the Property, and the burdens and benefits of this Agreement shall be binding upon, and shall insure to the benefit of, each of the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this Agreement.

27. Amendment.

27.1. Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be cancelled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868 and Article 7 of Resolution No. 4159. Any amendment to this Agreement which does not relate to the term of this Agreement, the Vested Elements or the Conditions relating to the Project shall require the giving of notice pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

27.2. Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than 10 days after the effective date thereof or of the action effecting such amendment, termination or cancellation; provided, however, a failure of the City Clerk to record such amendment, termination or cancellation shall not affect the validity of such matter.

28. Notices. Any notice shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, express mail, return receipt requested, with postage prepaid, or by overnight courier to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attention: City Manager

With a copy to: City Attorney
City of Menlo Park

1100 Alma Street, Suite 210
Menlo Park, CA 94025

Owner: Giant Properties LLC
c/o Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Director of Facilities

With a copy to: Giant Properties LLC
c/o Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Real Estate Counsel

A Party may change its mailing address at any time by giving to the other Party ten (10) days' notice of such change in the manner provided for in this Section 28. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed, on the delivery date or attempted delivery date shown on the return receipt.

29. Miscellaneous.

29.1. Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Owner, the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

29.2. Consents. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld or delayed. If a Party shall not approve, the reasons therefor shall be stated in reasonable detail in writing. The approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

29.3. Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute

independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Approvals or other land use approvals.

29.4. Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, the Project, or any portion of either, to the general public, for the general public, or for any public use or purpose whatsoever. Owner shall have the right to prevent or prohibit the use of the Property or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Agreement, except as dedications may otherwise be specifically provided in the Project Approvals.

29.5. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement. Notwithstanding the preceding, this Section 29.5 is subject to the terms of Section 16.2.

29.6. Exhibits. The Exhibits referred to herein are deemed incorporated into this Agreement in their entirety.

29.7. Entire Agreement. This written Agreement and the Project Approvals contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the Project Approvals, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

29.8. Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, and Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to “person” shall include, without limitation, any and all corporations, partnerships, limited liability companies or other legal entities.

29.9. Further Assurances; Covenant to Sign Documents. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

29.10. Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California.

29.11. Construction. This Agreement has been reviewed and revised by legal counsel for Owner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

29.12. Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute but one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"City"

CITY OF MENLO PARK, a municipal corporation of the State of California

By: _____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

By: _____
City Attorney

"Owner"

GIANT PROPERTIES, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss:
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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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
My Commission expires: _____

STATE OF CALIFORNIA)
)ss:
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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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
My Commission expires: _____

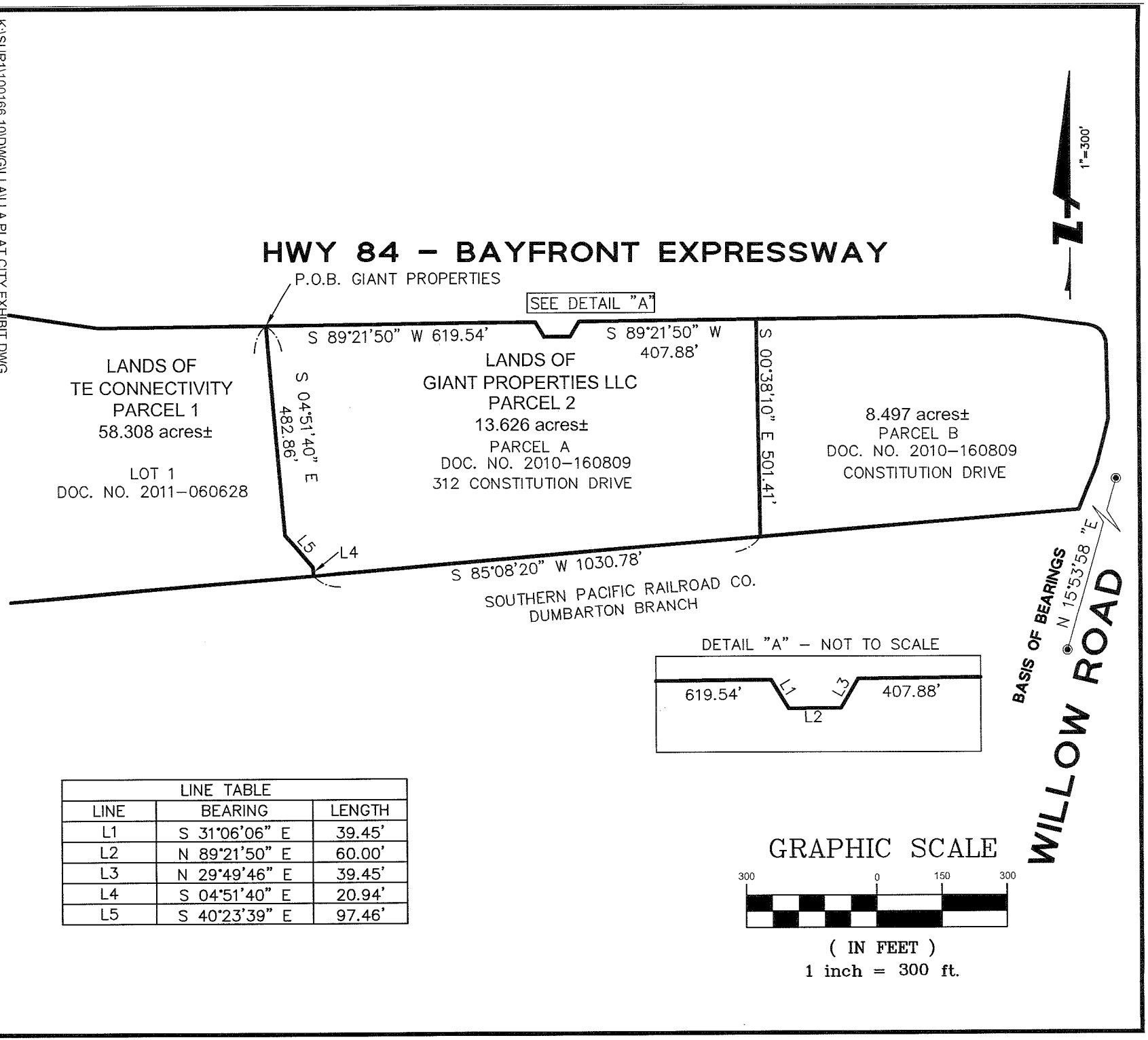
EXHIBIT A

SITE PLAN OF PROPERTY

BKF
ENGINEERS / SURVEYORS / PLANNERS
4670 WILLOW RD
SUITE 250
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

K:\SUR11\100166.10\DWG\LLA\LLA PLAT CITY EXHIBIT.DWG

Subject EXHIBIT A
GIANT PROPERTIES, LLC
Job No. 20100166.10
By RL Date 03/06/13 Chkd. WS
SHEET 1 OF 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°06'06" E	39.45'
L2	N 89°21'50" E	60.00'
L3	N 29°49'46" E	39.45'
L4	S 04°51'40" E	20.94'
L5	S 40°23'39" E	97.46'

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

Real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

PARCEL A:

PARCEL 2 AS SHOWN ON EXHIBIT "A" OF LOT LINE ADJUSTMENT AS EVIDENCED BY DOCUMENT RECORDED JANUARY 11, 2013 AS INSTRUMENT NO. 2013-6489 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEING ALL OF PARCEL A, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON DECEMBER 27, 2010 AS DOCUMENT NO. 2010-160809, SAN MATEO COUNTY RECORDS, ALSO BEING A PORTION OF LOT 1, AS SAID LOT IS DESCRIBED IN THAT CERTAIN "NOTICE OF MERGER" FILED FOR RECORD ON MAY 31, 2011 IN DOCUMENT NO. 2011-060628, SAN MATEO COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY CORNER OF SAID PARCEL A WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 84, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON CALTRANS RIGHT-OF-WAY RECORD MAP R-105.2;
THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL A, THE FOLLOWING FIVE(5) COURSES:

1) NORTH 89° 21′ 50" EAST, 619.54 FEET;
2) SOUTH 31° 06′ 06" EAST, 39.45 FEET;
3) NORTH 89° 21′ 50" EAST, 60.00 FEET;
4) NORTH 29° 49′ 46" EAST, 39.45 FEET;
5) NORTH 89° 21′ 50" EAST, 407.88 FEET; TO THE EASTERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID NORTHERLY LINE AND ALONG SAID EASTERLY LINE, SOUTH 00° 38′ 10" EAST, 501.41 FEET TO THE SOUTHERLY LINE OF SAID PARCEL A;
THENCE LEAVING SAID EASTERLY LINE AND ALONG SAID SOUTHERLY LINE OF SAID PARCEL A, SOUTH 85° 08′ 20" WEST, 981.15 FEET TO THE WESTERLY LINE OF SAID PARCEL A;
THENCE LEAVING SAID SOUTHERLY LINE AND ALONG THE SOUTHERLY LINE SAID LOT 1, SOUTH 85° 08' 20" WEST, 49.62 FEET;
THENCE LEAVING SAID SOUTHERLY LINE, NORTH 04° 51' 40" WEST, 20.94 FEET;
THENCE NORTH 40° 23' 39" WEST, 97.46 FEET;
THENCE NORTH 04° 51' 40" WEST, 51.62 FEET TO THE WESTERLY LINE OF SAID PARCEL A;
THENCE ALONG SAID WESTERLY LINE, NORTH 04° 51' 40" WEST, 431.24 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PORTION OF PARCEL 3 E, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED, FILED FOR RECORD ON MARCH 27, 2002 AS DOCUMENT NUMBER 2002-059141 OF OFFICIAL RECORDS, SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 85° 08′ 20" WEST, 736.25 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 0° 38′ 10" WEST, 501.41 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL NORTH 89° 21′ 50" EAST, 604.95 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE,

SOUTH 82° 24′ 08" EAST, 162.24 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID NORTHERLY LINE AND ALONG SAID CURVE HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 81° 18′ 03", AN ARC LENGTH OF 63.85 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 1° 06′ 05" EAST, 171.90 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 14° 09′ 17" WEST, 107.79 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 22° 13′ 35" WEST, 112.49 FEET TO THE POINT OF BEGINNING.

BEING THE PROPERTY DESCRIBED AS ADJUSTED PARCEL 3 E ON THAT CERTAIN APPROVAL OF LOT LINE ADJUSTMENT RECORDED FEBRUARY 6, 2007, INSTRUMENT NO. 2007-018809, OFFICIAL RECORDS.

PARCEL C:

EASEMENTS FOR THE PURPOSES PROVIDED FOR IN SECTIONS 6.1 AND 7.1 OF THE EASEMENT AGREEMENT AND COVENANTS RUNNING WITH THE LAND RECORD MARCH 15, 2007, INSTRUMENT NO. 2007-039705, OFFICIAL RECORDS.

APN: portion of APN 055-260-200 (Affects Parcel A); 055-260-210 (Affects Parcel A) and 055-260-220 (Affects Parcel B)
JPN: 055-26-260-12; 055-26-260-09 and 055-26-260-12.02

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE BELOW MARKET RATE HOUSING AGREEMENT BETWEEN THE CITY OF MENLO PARK AND GIANT PROPERTIES, LLC

WHEREAS**,** the City Council of the City of Menlo Park ("City") has read and considered that certain Below Market Rate Housing Agreement ("BMR Agreement") between the City and Giant Properties, LLC ("Developer") that satisfies the requirement that Developer comply with Chapter 16.96 of the City's Municipal Code and with the Below Market Rate Housing Program Guidelines.

NOW, THEREFORE**,** the City Council of the City does RESOLVE as follows:

1. Public interest and convenience require the City to enter into the Agreement described above.

2. The City of Menlo Park hereby approves the Agreement and the City Manager is hereby authorized on behalf of the City to execute the Agreement.

I, Margaret S. Roberts, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the twenty-sixth day of March, 2013, 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 twenty-sixth day of March, 2013.

_____
Margaret S. Roberts, MMC
City Clerk

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

DRAFT
BELOW MARKET RATE HOUSING AGREEMENT

This Below Market Rate Housing Agreement (this "Agreement") is made as of this ____ day of _____, 2013 by and between the City of Menlo Park, a California municipality ("City") and Giant Properties, LLC, a Delaware limited liability company ("Developer"), with respect to the following:

RECITALS

A. Developer owns certain real property in the City of Menlo Park, County of San Mateo, State of California, consisting of approximately 22.12 acres or 963,682 square feet, more particularly described as Assessor's Parcel Numbers: 055-260-210 and 055-260-220 (the "Property") and more commonly known as 312 and 313 Constitution Drive.

B. Developer proposes to demolish all existing structures on the Property inclusive of 127,246 square feet of office space, and subsequently construct an approximately 433,656 square foot office building on top of surface parking that would include approximately 1,499 parking spaces above at-grade parking. The demolition and construction are collectively referred to as the "Project." The Project would contain a net increase of approximately 306,410 square feet of gross floor area. The use of the new building would be for office and/or R&D uses. Developer has applied to the City for site rezoning to allow for height and lot coverage increases, a conditional development permit, heritage tree removal permits, a lot line adjustment and a development agreement for the Project.

C. Developer is required to comply with Chapter 16.96 of City's Municipal Code ("BMR Ordinance") and with the Below Market Rate Housing Program Guidelines ("Guidelines") adopted by the City Council to implement the BMR Ordinance. In order to process its application, the BMR Ordinance requires Developer to submit a Below Market Rate Housing Agreement. This Agreement is intended to satisfy that requirement. Approval of a Below Market Rate Housing Agreement is a condition

precedent to the approval of the applications and the issuance of a building permit for the Project.

D. Residential use of the Property is not allowed by the applicable zoning regulations. Developer does not presently own or have any rights with respect to any sites in the City that are available and feasible for construction of sufficient below market rate residential housing units to satisfy the requirements of the BMR Ordinance. Developer is presently exploring opportunities to deliver off-site units but has not been able to negotiate an agreement for the delivery of any off-site units. Based on these facts, the City has found that development of such units off-site in accordance with the requirements of the BMR Ordinance and Guidelines also is not presently feasible.

E. Developer, therefore, is required to pay an in lieu fee as provided for in this Agreement and/or deliver off-site units as provided for in this Agreement. Developer is willing to pay the in lieu fee and/or deliver off-site units on the terms set forth in this Agreement, which the City has found are consistent with the BMR Ordinance and Guidelines.

NOW, THEREFORE, the parties agree as follows:

1. Developer shall satisfy its obligations under the BMR Ordinance and Guidelines ("Developer's BMR Obligations") by either (a) paying the in lieu fee as provided for in the BMR Ordinance and Guidelines, (b) delivering off-site units as provided for in the BMR Ordinance and Guidelines, or (c) paying a portion of the in lieu fee as provided for in the BMR Ordinance and Guidelines and delivering off-site units as provided for in the BMR Ordinance and Guidelines; in any case as set forth in this Agreement. The in lieu fee paid by Developer and off-site units delivered by Developer must, collectively, include fees and units that satisfy Developer's obligation to mitigate the net, new demand for affordable housing created by the Project which is determined by figuring for the difference between (x) the maximum gross floor area of the Project and (y) the gross floor area of the existing structures located on the site as of the date of this Agreement (i.e. 127,246 gross square feet of gross floor area) (such difference, the "Net New Gross Floor Area of the Project"). The applicable in lieu fee is that which is in effect on the date the payment is made (provided, however, that the in lieu fee in effect as of the date of this Agreement may only be increased to reflect changes in the consumer price index (or another comparable and commercially accepted inflation index)). Each off-site unit provided by Developer shall be credited with mitigating the net, new demand for affordable housing created by 20,427 gross square feet of the gross floor area of the Project. The below table illustrates the in lieu fees that would be payable assuming that the gross floor area of the Project is 433,656, the in lieu fee is $14.71 per square foot at the time Developer makes the in lieu fee payment and Developer satisfies its obligations under the BMR Ordinance and Guidelines by paying the in lieu fee and not delivering any off-site units.

	Use Group	Fee/ SF	SF	Fee
Existing Office Portion	A-Office/R&D	$14.71	127,246	($1,871,789)
Proposed Office Building	A-Office/R&D	$14.71	433,656	$6,379,080
Total Fee				**$4,507,291**

2. Developer will not be obligated to pay the in lieu fee or deliver off-site units before the City issues a building permit for the Project. Instead, Developer will satisfy its obligations under the Ordinance and Guidelines as set forth in Paragraph 3 below.

3. Within four (4) years of the date the City issues a building permit for demolition of the existing structures (the "Outside Delivery Date"), Developer shall have the right (but not the obligation) to deliver off-site units that meet the requirements of the Ordinance and Guidelines to satisfy, in whole or in part, Developer's BMR Obligations. Notwithstanding the preceding, if the City, in its sole and absolute discretion, determines that Developer has not made reasonable progress towards delivering off-site units that meet the requirements of the Ordinance and Guidelines within two (2) years after the date the City issues a building permit for demolition of the existing structures (the "Two Year Anniversary"), then at any time after the Two Year Anniversary the City may elect to accelerate the Outside Delivery Date by giving Developer written notice thereof to Developer (the "Acceleration Notice") in which case the Outside Delivery Date will be not less than thirty (30) days after the City's delivery of the Acceleration Notice. Each off-site unit delivered by Developer will be credited against Developer's BMR Obligations (i.e. each unit will satisfy Developer's BMR Obligations with respect to 20,427 gross square feet of gross floor area of the Project). If Developer delivers off-site units that satisfy Developer's BMR Obligations prior to the Outside Delivery Date, it will have no further payment or delivery obligations under this Agreement. If Developer does not deliver off-site units that satisfy Developer's BMR Obligations prior to the Outside Delivery Date, then, within thirty (30) days of the Outside Delivery Date, Developer must pay the City an amount equal to the product of (x) the applicable in lieu fee which is in effect on the date such payment is made multiplied by (y) the difference between (1) the Net New Gross Floor Area of the Project and (2) the credit allocable to Developer for off-site units that Developer delivers before the Outside Delivery Date (i.e. the number of off-site units multiplied by 20,427 gross square feet). For purposes of clarification, (a) rental units that are maintained as BMR units in accordance with the City's BMR Guidelines for at least fifty-five (55) years satisfy the BMR Ordinance and Guidelines and (b) Developer may deliver off-site units by directly developing a residential project or having a third party deliver or agree to deliver BMR units to the City on Developer's behalf, provided any units delivered by a third party on Developer's behalf shall be additional BMR units for such project and shall not count toward the BMR requirement and/or any density bonus calculation for such project where the BMR units are provided.

4. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. Each party may assign this Agreement, subject to the reasonable consent of the other, and the assignment must be in writing.

5. If any legal action is commenced to interpret or enforce this Agreement or to collect damages as a result of any breach of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in such action from the other party.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the venue for any action shall be the County of San Mateo.

7. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

8. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof.

9. Any and all obligations or responsibilities of Developer under this Agreement shall terminate upon the payment of the required fee and/or the delivery of off-site BMR units in accordance with the terms and provisions of this Agreement.

10. To the extent there is any conflict between the terms and provisions of the Guidelines and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

11. This Agreement or a memorandum setting forth the essential terms and provisions of this Agreement shall be recorded following approval and execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Developer:	City:
Giant Properties, LLC,	City of Menlo Park,
a Delaware limited liability company	a California municipal corporation
By: _____	By: _____
John Tenanes	Alex D. McIntyre
Global Facilities and Real	City Manager
Estate Director	City of Menlo Park

[Notarial Acknowledgements to be added for recording purposes]

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE LOT LINE ADJUSTMENT FOR GIANT PROPERTIES, LLC

WHEREAS**,** the City Council of the City of Menlo Park ("City") has read and considered those certain legal descriptions and plat maps, attached hereto as Exhibit A and Exhibit B and incorporated herein, for Parcel A and Parcel B for the property currently known as 312 and 313 Constitution Drive for the purpose of creating a private road designated as "Facebook Way".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the lot line adjustment as described above.

I, Margaret S. Roberts, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the twenty-sixth day of March, 2013, 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 twenty-sixth day of March, 2013.

_____
Margaret S. Roberts, MMC
City Clerk

EXHIBIT "A"
Legal Description

LOT LINE ADJUSTMENT
GIANT PROPERTIES LLC
PARCEL A
FUTURE ADDRESS – 1 FACEBOOK WAY, Menlo Park, CA
(Formerly 312-313 Constitution Drive)

All that real property in the City of Menlo Park, County of San Mateo, California, described as follows:

BEING a portion of PARCEL A and all of PARCEL B, as said parcels are described in that certain GRANT DEED, recorded on December 27, 2010 as Document No. 2010-160809, San Mateo County Records,
ALSO BEING all of the lot as described in that certain LOT LINE ADJUSTMENT, recorded on January 11, 2013 in Document No. 2013-006489, San Mateo County Records,
As said parcels described above are shown on Sheet 1 of 2 Sheets of Exhibit B attached hereto and made a part hereof, and more particularly described as follows:

BEGINNING at the intersection of the northwesterly corner of said PARCEL A with the southerly right-of-way line of HIGHWAY 84, as said right-of-way line is shown on Caltrans Right–of-Way Record Map R-105.2;

Thence along the northerly line of said PARCEL A, North 89°21'50" East, 439.63 feet;

Thence leaving said northerly line, South 31°06'06" East 39.45 feet;

Thence South 00°38'10" East 40.00 feet;

Thence North 89°21'50" East 60.00 feet;

Thence North 00°38'10" West 40.00 feet;

Thence North 29°49'46" East 39.45 feet to said northerly line of PARCEL A;

Thence along said northerly line North 89°21'50" East 79.91 feet;

Thence leaving said northerly line, South 31°06'06" East, 39.45 feet;

Thence North 89°21'50" East, 60.00 feet;

Thence North 29°49'46" East, 39.45 feet to said northerly line of PARCEL A;

Thence along said northerly line and continuing along the northerly line of said PARCEL B, North 89°21'50" East, 1012.83 feet;

Thence continuing along said northerly line, South 82°24'08" East 162.24 feet to the beginning of a tangent curve concave to the southwest, having a radius of 45.00 feet;

Thence along the northerly and easterly line of said PARCEL B the following four (4) courses:

1. Along said curve through a central angle of 81°18'03", for an arc length of 63.85 feet;
2. South 01°06'05" East 171.90 feet;
3. South 14°09'17" West 107.79 feet;
4. South 22°13'35" West 112.48 feet to the southerly line of said PARCEL B;

Thence leaving said easterly line and along said southerly line of said PARCEL A and PARCEL B, South 85°08'20"West, 1767.03 feet to the westerly line of the parcel described in said LOT LINE ADJUSTMENT (Document No. 2013-006489);

Thence leaving said southerly line and along said westerly line North 04°51'40" West 20.94 feet;

Thence North 40°23'39" East 97.46 feet to the westerly line of said PARCEL A;

Thence along said westerly line, North 04°51'40" West, 482.86 feet to the **POINT OF BEGINNING,** as shown on Sheet 2 of 2 Sheets of Exhibit B attached hereto and made a part hereof

Containing 958,560 square feet or 22.005 acres, more or less.

As shown on Sheets 1 and 2 of 2 sheets on Exhibit "B" attached hereto and made a part hereof.

For: BKF Engineers

By: _____
Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

Date:_____
K:\Sur10\100166.10 Facebook\MAIN\LEGALS\LLA GIANT PROP NEW PAR A.doc

EXHIBIT "A"
Legal Description

LOT LINE ADJUSTMENT
GIANT PROPERTIES LLC
PARCEL B – FOR PRIVATE ROAD PURPOSES
FACEBOOK WAY (Formerly 312-313 Constitution Drive) Menlo Park, CA

All that real property in the City of Menlo Park, County of San Mateo, California, described as follows:

BEING a portion of PARCEL A, as said parcel is described in that certain GRANT DEED, recorded on December 27, 2010 as Document No. 2010-160809, San Mateo County Records,
As said parcel described above is shown on Sheet 1 of 2 Sheets of Exhibit B attached hereto and made a part hereof, and more particularly described as follows:

BEGINNING at the intersection of the northwesterly corner of said PARCEL A with the southerly right-of-way line of HIGHWAY 84, as said right-of-way line is shown on Caltrans Right–of-Way Record Map R-105.2;

Thence along the northerly line of said PARCEL A, North 89°21'50" East, 439.63 feet to the TRUE POINT OF BEGINNING

Thence leaving said northerly line, South 31°06'06" East 39.45 feet;

Thence South 00°38'10" East 40.00 feet;

Thence North 89°21'50" East 60.00 feet;

Thence North 00°38'10" West 40.00 feet;

Thence North 29°49'46" East 39.45 feet to said northerly line of said PARCEL A;

Thence along said northerly line South 89°21'50" West 100 feet to the TRUE POINT OF BEGINNING, as shown on Sheet 2 of 2 Sheets of Exhibit B attached hereto and made a part hereof

Containing 5,140 square feet or 0.118 acres, more or less.

As shown on Sheets 1 and 2 of 2 sheets on Exhibit "B" attached hereto and made a part hereof.

For: BKF Engineers

By: _____
Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

Date:_____
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---------------------------------------------------------------------------
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Parcel name: LLA GIANT PROP B

   North: 10112.2479          East : 18695.0490
Line  Course: N 89-21-50 E  Length: 100.00
        North: 10113.3581           East : 18795.0429
Line  Course: S 29-49-46 W  Length: 39.45
        North: 10079.1348           East : 18775.4197
Line  Course: S 00-38-10 E  Length: 40.00
        North: 10039.1373           East : 18775.8637
Line  Course: S 89-21-50 W  Length: 60.00
        North: 10038.4712           East : 18715.8674
Line  Course: N 00-38-10 W  Length: 40.00
        North: 10078.4687           East : 18715.4234
Line  Course: N 31-06-06 W  Length: 39.45
        North: 10112.2479           East : 18695.0451

   Perimeter: 318.90   Area: 5,140 sq. ft. 0.118 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0039               Course: S 89-21-50 W
  Error North: -0.00004              East : -0.00390
Precision  1: 81,769.23
```

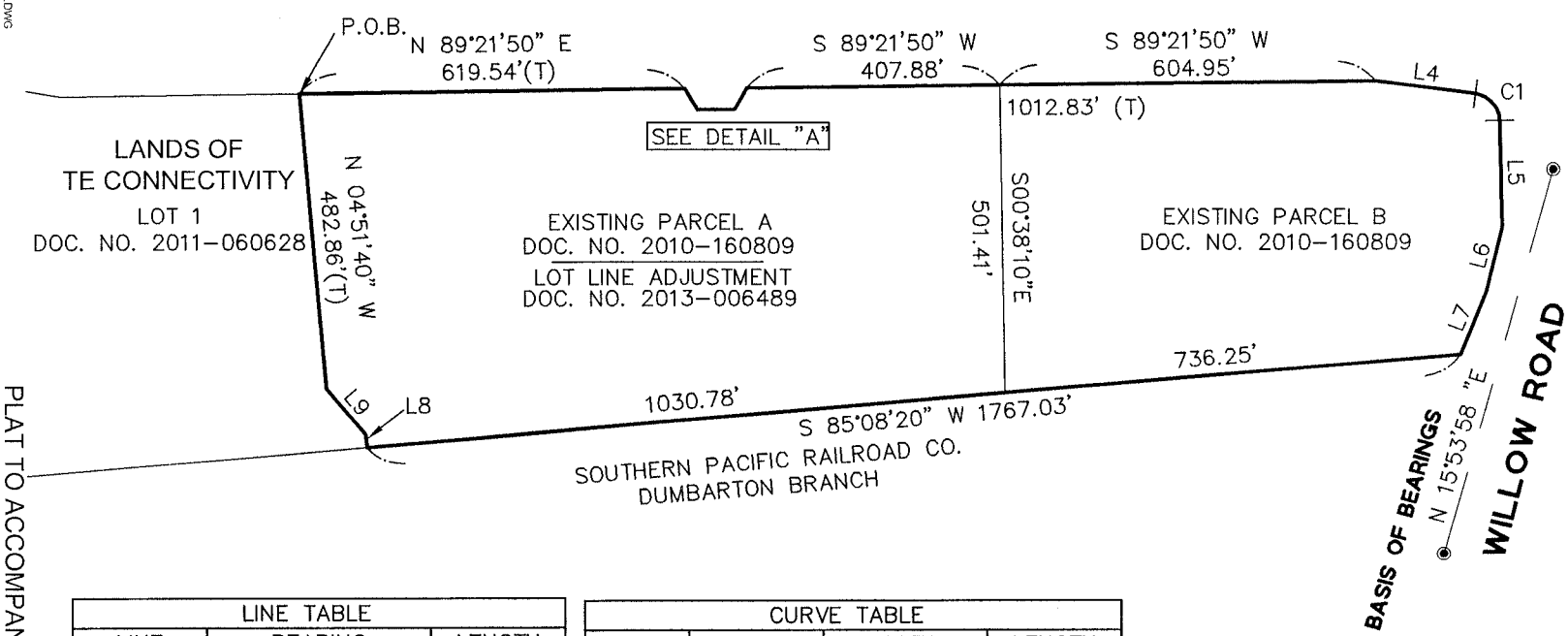
BASIS OF BEARING:
THE BEARING, NORTH 15°53'58" EAST, BETWEEN TWO FOUND MONUMENTS ON WILLOW ROAD, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON DECEMBER 31, 1998 IN BOOK 71 OF PARCEL MAPS AT PAGES 15 AND 16, SAN MATEO COUNTY RECORDS, IS THE BASIS OF BEARINGS FOR THIS MAP.

EXISTING PARCELS
PARCEL A 13.626 ACRES
PARCEL B 8.497 ACRES
TOTAL 22.123 ACRES

GRAPHIC SCALE
300 0 150 300
(IN FEET)
1 inch = 300 ft.

DETAIL "A" – NOT TO SCALE
619.54' L1 L2 L3 407.88'

1"=300'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°06'06" E	39.45'
L2	N 89°21'50" E	60.00'
L3	N 29°49'46" E	39.45'
L4	S 82°24'08" E	162.24'
L5	S 01°06'05" E	171.90'
L6	S 14°09'17" W	107.79'
L7	S 22°13'35" W	112.48'
L8	N 04°51'40" W	20.94'
L9	N 40°23'39" W	97.46'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	45.00'	81°18'03"	63.85'

DOC. NO. – DOCUMENT NUMBER
P.O.B. – POINT OF BEGINNING
T.P.O.B. – TRUE POINT OF BEGINNING
BOUNDARY LINE
LOT LINE

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

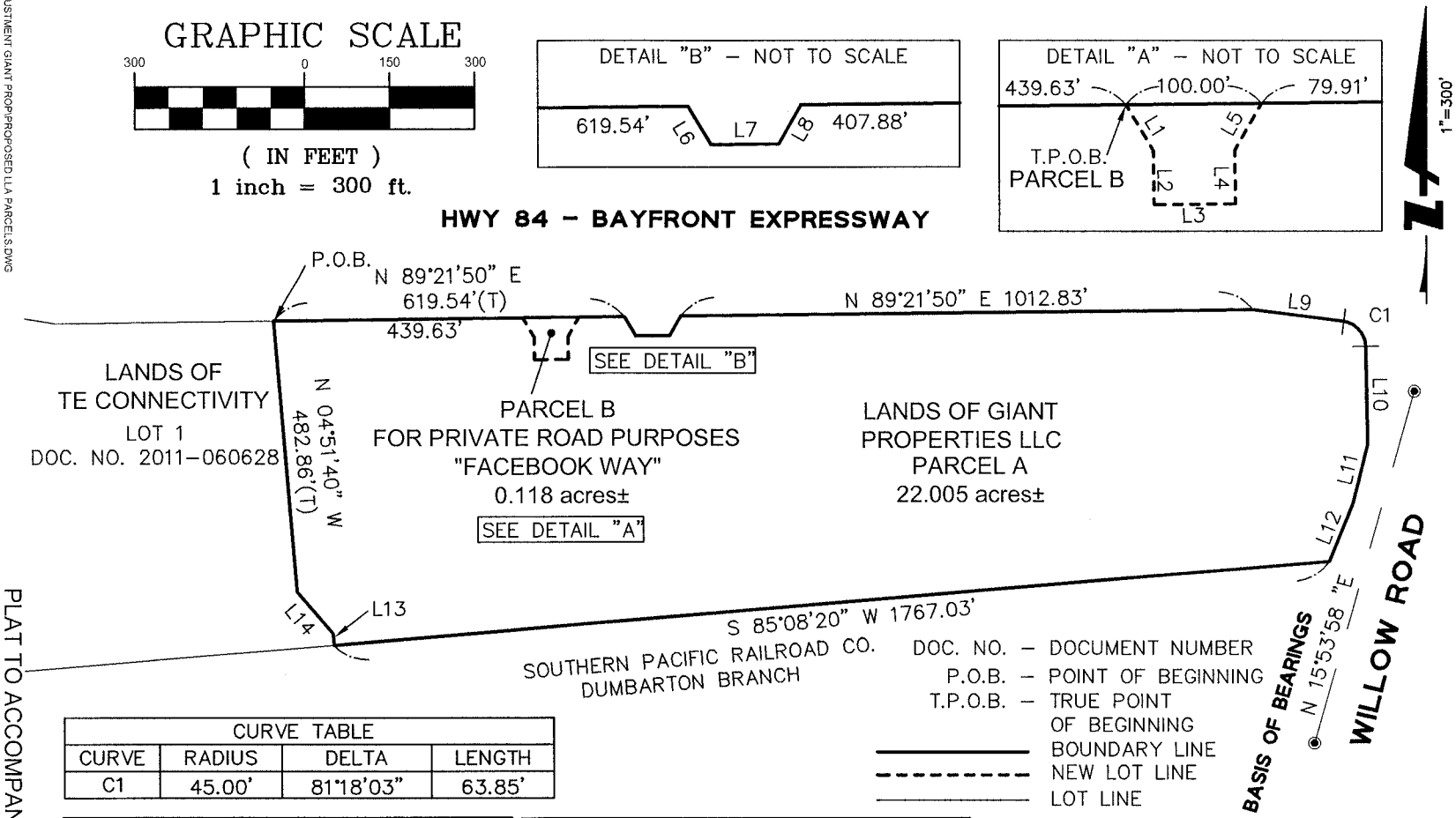
K:\SUR\1100\166.10\DWG\LOT LINE ADJUSTMENT GIANT PROP\EXISTING LLA PARCELS.DWG

Subject LOT LINE ADJUSTMENT
GIANT HOLDINGS-EXISTING PARCELS
Job No. 20100166.10
By RL Date 01/24/13 Chkd. WS
SHEET 1 OF 2

BKF
ENGINEERS / SURVEYORS / PLANNERS
4670 WILLOW RD
SUITE 250
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

BASIS OF BEARING:
THE BEARING, NORTH 15°53'58" EAST, BETWEEN TWO FOUND MONUMENTS ON WILLOW ROAD, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON DECEMBER 31, 1998 IN BOOK 71 OF PARCEL MAPS AT PAGES 15 AND 16, SAN MATEO COUNTY RECORDS, IS THE BASIS OF BEARINGS FOR THIS MAP.

EXISTING PARCELS		ADJUSTED PARCELS	
PARCEL A	13.626 ACRES	PARCEL A	22.005 ACRES
PARCEL B	8.497 ACRES	PARCEL B	0.118 ACRES
TOTAL	22.123 ACRES	TOTAL	22.123 ACRES



DOC. NO. – DOCUMENT NUMBER
P.O.B. – POINT OF BEGINNING
T.P.O.B. – TRUE POINT OF BEGINNING
BOUNDARY LINE
NEW LOT LINE
LOT LINE

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	45.00'	81°18'03"	63.85'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°06'06" E	39.45'
L2	S 00°38'10" E	40.00'
L3	N 89°21'50" E	60.00'
L4	N 00°38'10" W	40.00'
L5	N 29°49'46" E	39.45'
L6	S 31°06'06" E	39.45'
L7	N 89°21'50" E	60.00'
L8	N 29°49'46" E	39.45'

LINE TABLE		
LINE	BEARING	LENGTH
L9	S 82°24'08" E	162.24'
L10	S 01°06'05" E	171.90'
L11	S 14°09'17" W	107.79'
L12	S 22°13'35" W	112.48'
L13	N 04°51'40" W	20.94'
L14	N 40°23'39" W	97.46'

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

K:\SUR11\00166.10\DWG\LOT LINE ADJUSTMENT GIANT PROP\PROPOSED LLA PARCELS.DWG

BKF
ENGINEERS / SURVEYORS / PLANNERS
4670 WILLOW RD
SUITE 250
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

Subject LOT LINE ADJUSTMENT
GIANT HOLDINGS-PROPOSED PARCELS
Job No. 20100166.10
By RL Date 01/24/13 Chkd. WS
SHEET 2 OF 2

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING HERITAGE TREE REMOVAL PERMITS FOR THE PROPERTY LOCATED AT 312 AND 313 CONSTITUTION DRIVE

WHEREAS, on December 3, 2012, the City of Menlo Park ("City") received an application from Facebook, Inc., a Delaware corporation ("Project Sponsor") for removal of 175 heritage trees at the property located at 312 and 313 Constitution Drive ("Project Site") as more particularly described and shown in "Exhibit A"; and

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

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

WHEREAS, the City Arborist reviewed the requested tree removals on December 12, 2012; and

WHEREAS, the City Arborist determined that a majority of the 175 Heritage Trees are impeding the redevelopment of the Project Site; and

WHEREAS, the City Arborist determined that the 175 Heritage Trees proposed for removal were of inferior species and that the majority of the Heritage Trees are in fair to poor health or dead; and

WHEREAS, the City Arborist determined that the proposed 216 24-inch box replacement trees would be more compatible with the adjacent natural environment; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on February 25, 2013 whereat all persons interested therein might appear and be heard; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on March 19, 2013 whereat all persons interested therein might appear and be heard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the Heritage Tree Removal Permits, which shall be valid until June 30, 2014 and can be extended for a period of one-year by the Community Development Director if requested by the applicant.

I, Margaret S. Roberts, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the twenty-sixth day of March, 2013, by the following votes:

AYES:

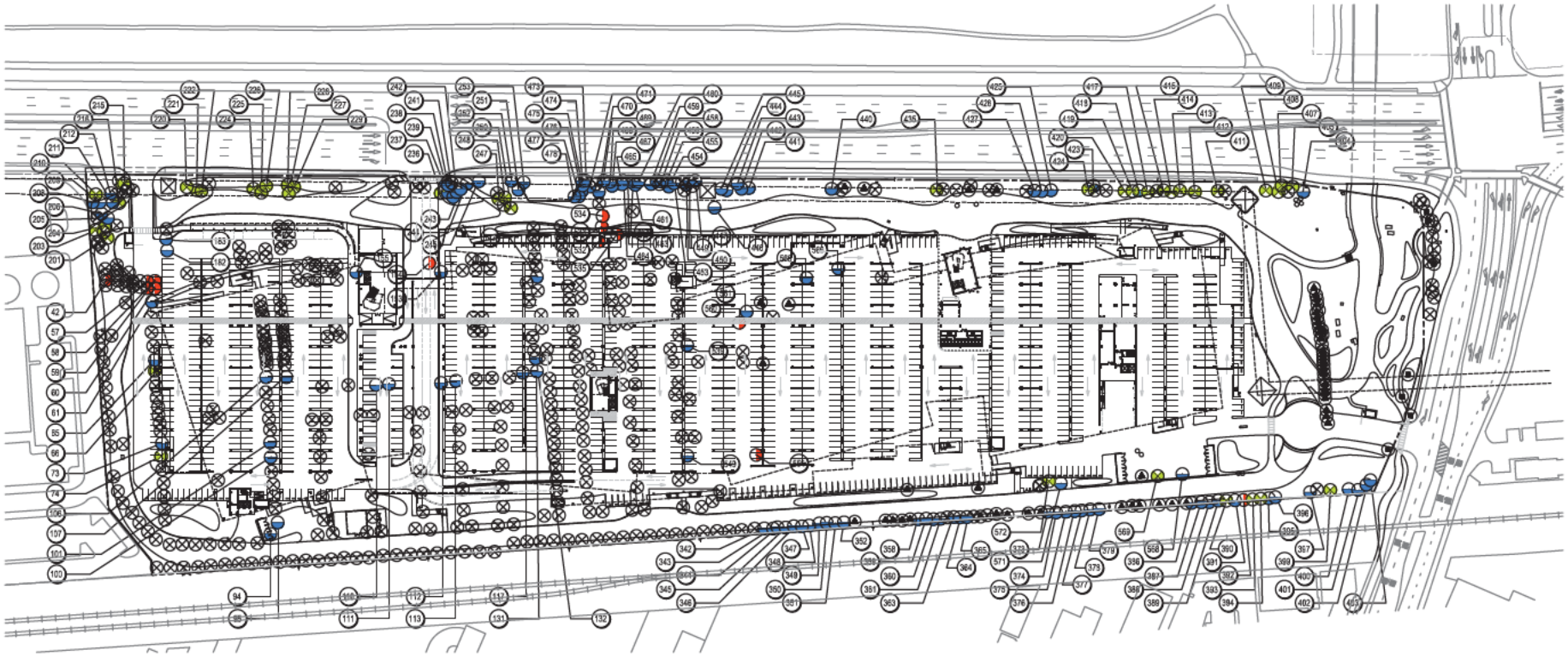
NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-sixth day of March, 2013.

_____
Margaret S. Roberts, MMC
City Clerk



WEST CAMPUS PROJECT: HERITAGE TREE REMOVAL AND REPLACEMENT

REMOVAL TOTALS	SYM.	DESCRIPTION	REPLACEMENT VALUE	REPLACEMENT TOTALS
41	⊗	Heritage tree with GOOD health	2:1	82
121	◒	Heritage tree with FAIR-POOR health	1:1	121
13	◑	Heritage tree with POOR-DEAD health	1:1	13
175 TOTAL				216 TOTAL

WEST CAMPUS PROJECT: NON-HERITAGE Trees for Removal

REMOVAL TOTALS	SYM.	DESCRIPTION	REPLACEMENT VALUE	REPLACEMENT TOTALS
359 TOTAL	⊗	Non-heritage tree	NA	NA

NOTE : Non-Heritage Trees are tagged on site but are not numbered on this plan

TOTAL SITE: TREE REMOVAL AND REPLACEMENT SUMMARY (For Reference)

SYM.	DESCRIPTION	REMOVAL TOTALS	REPLACEMENT TOTALS
UNDERCROSSING TREE REMOVAL AND REPLACEMENT *Tree's Previously Removed with Permit			
	Heritage Trees	7	11
⊗	Non-Heritage Trees	12	NA
SITE REMEDIATION TREE REMOVAL AND REPLACMENT *Trees Previously Removed with Permit			
	Heritage Trees	51	88
⊗	Non-Heritage Trees	20	NA
WEST CAMPUS TREE REMOVAL AND REPLACEMENT			
	Heritage Trees	175	216
	Non-Heritage Trees	359	NA
Total Tree Removal & Replacement		624 TOTAL	315 TOTAL

NUMBER OF NEW TREES (SEE SHEETS WL 2.1, 2.2, 2.3)

PROJECT AREA	NUMBER OF TREES
GROUND LEVEL TREES	332
TERRACE LEVEL (POTENTIAL)	25
ROOF LEVEL (POTENTIAL)	205
TOTAL	562

NOTES

1. The total number of new Ground Level trees is inclusive of the Undercrossing and Site Remediation tree replacement requirement.

2. All trees, including trees required for Heritage Tree Replacement, shall be 24" box minimum.

NORTH

0 25' 75' 150'

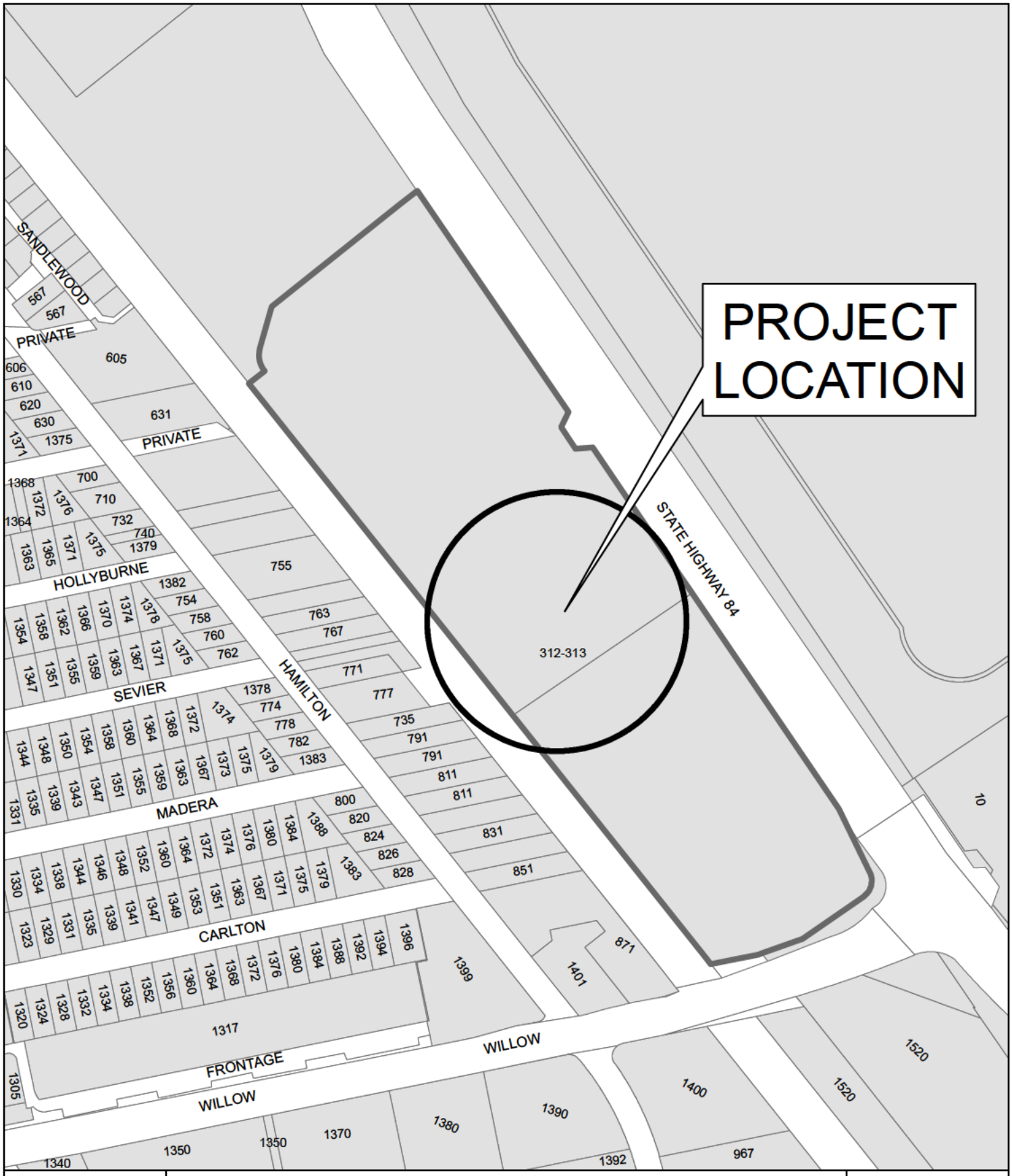
facebook west campus

312 & 313 CONSTITUTION DR.
MENLO PARK, CALIFORNIA

WL.1: TREE DISPOSITION PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'

FEBRUARY 1, 2012



CITY OF MENLO PARK

LOCATION MAP

312 & 313 CONSTITUTION DR

DRAWN: KTP CHECKED: KTP DATE: 3/26/13 SCALE: 1" = 300' SHEET: 1

west campus

facebook west campus plan
submission
february 1, 2013

DRAWING SHEET INDEX

SHEET #	SHEET TITLE	SCALE	EIR ADDENDUM	EIR ADDENDUM	EIR ADDENDUM
[illegible]	CIVIL DRAWING INDEX				
[illegible]	PROPOSED GRADING PLAN	1"=75'-0"	●	●	●
[illegible]	PROPOSED STORM DRAINAGE SYSTEM	1"=75'-0"	●	●	●
[illegible]	PROPOSED STORMWATER QUALITY PLAN	1"=75'-0"	●	●	●
[illegible]	TREATMENT AREA SECTION	NTS	●	●	●
[illegible]	PROPOSED SANITARY SEWER SYSTEM	1"=75'-0"	●	●	●
[illegible]	PROPOSED WATER SYSTEM	1"=75'-0"	●	●	●
[illegible]	PROPOSED JOINT TRENCH	1"=75'-0"	●	●	●
[illegible]	LANDSCAPE DRAWING INDEX				
[illegible]	TREE DISPOSITION PLAN	1"=75'-0"	●	●	●
[illegible]	SCHEMATIC LANDSCAPE GROUND PLAN	1"=75'-0"	●	●	●
[illegible]	SCHEMATIC LANDSCAPE LEVEL 1 PLAN	1"=60'-0"		●	●
[illegible]	SCHEMATIC LANDSCAPE ROOF PLAN	1"=60'-0"	●	●	●
[illegible]	WETLANDS PLANS & SECTIONS	1"=30'-0"		●	●
[illegible]	ENLARGED ENTRY PLANS	1"=20'-0"		●	●
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[illegible]	ENLARGED ENTRY PLANS	1"=20'-0"		●	●
[illegible]	SIGNAGE & FENCE PLAN	1"=75'-0"		●	●
[illegible]	CONNECTIVITY - BOTH CAMPUSES	1"=150'-0"	●	●	●
[illegible]	CONNECTIVITY - WEST CAMPUS	1"=75'-0"	●	●	●
[illegible]	UNDERCROSSING CONNECTIVITY	1"=40'-0"	●	●	●
[illegible]	UNDERCROSSING SECTION	AS NOTED	●	●	●

DRAWING SHEET INDEX

SHEET #	SHEET TITLE	SCALE	EIR ADDENDUM	EIR ADDENDUM	EIR ADDENDUM
[illegible]	PROJECT INFORMATION				
[illegible]	TITLE PAGE COVER	NTS	●	●	●
[illegible]	DRAWING INDEX	NTS	●	●	●
[illegible]	AREA PLAN	1"=200'-0"	●	●	●
[illegible]	ARCHITECTURAL DRAWING INDEX				
[illegible]	EXISTING SITE PLAN	1"=100'-0"	●	●	●
[illegible]	TOPOGRAPHIC SURVEY	1"=75'-0"			●
[illegible]	PROPOSED SITE PLAN	1"=75'-0"	●	●	●
[illegible]	SITE PLAN OVERLAY	1"=75'-0"	●	●	●
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[illegible]	FIRST FLOOR PLAN	1"=60'-0"	●	●	●
[illegible]	MEZZANINE PLAN	1"=60'-0"			●
[illegible]	ROOF LEVEL PLAN	1"=60'-0"	●	●	●
[illegible]	PROPOSED AREA STATEMENT	NTS	●	●	●
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[illegible]	SOUTH ELEVATION	1"=20'-0"		●	●
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[illegible]	LADDER ACCESS SECTIONS	1"=20'-0"	●	●	●
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[illegible]	LOADING DOCK DELIVERY PLAN	1"=75'-0"	●	●	●
[illegible]	CAMPUS SHUTTLE TURNING PLAN	1"=75'-0"		●	●
[illegible]	SECURITY PLAN	1"=75'-0"	●	●	●
[illegible]	SITE SECTION - OVERLAY SET 1	1"=20'-0"	●	●	●
[illegible]	SITE SECTION - OVERLAY SET 2	1"=20'-0"	●	●	●
[illegible]	SITE SECTION - OVERLAY SET 3	1"=20'-0"	●	●	●
[illegible]	SITE SECTION - OVERLAY SET 4	1"=20'-0"	●	●	●
[illegible]	SITE SECTION	1"=20'-0"	●	●	●
[illegible]	SITE SECTION	1"=20'-0"	●	●	●
[illegible]	SITE SECTION	1"=20'-0"		●	●
[illegible]	SHADOW STUDY	NTS	●	●	●
[illegible]	SHADOW STUDY	NTS	●	●	●
[illegible]	PHOTO SIMULATION KEY PLAN	NTS	●	●	●
[illegible]	PHOTO SIMULATION	NTS	●	●	●
[illegible]	PHOTO SIMULATION	NTS			●
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[illegible]	PHOTO SIMULATION	NTS	●	●	●
[illegible]	PHOTO SIMULATION	NTS			●
[illegible]	PHOTO SIMULATION	NTS		●	●
[illegible]	PHOTO SIMULATION	NTS	●	●	●
[illegible]	PHOTO SIMULATION	NTS		●	●

ISSUED ●
ISSUED FOR REFERENCE ○

facebook west campus
312 & 313 CONSTITUTION DR.
MENLO PARK, CALIFORNIA

A0.1: DRAWING INDEX

FEBRUARY 1, 2013

facebook west campus
312 & 313 CONSTITUTION DR.
MENLO PARK, CALIFORNIA

A.0.2: AREA PLAN
SCALE: 1"=200'
11X17 SCALE IS 1"=400'
FEBRUARY 1, 2013

EXISTING AREA
22.12 ACRES

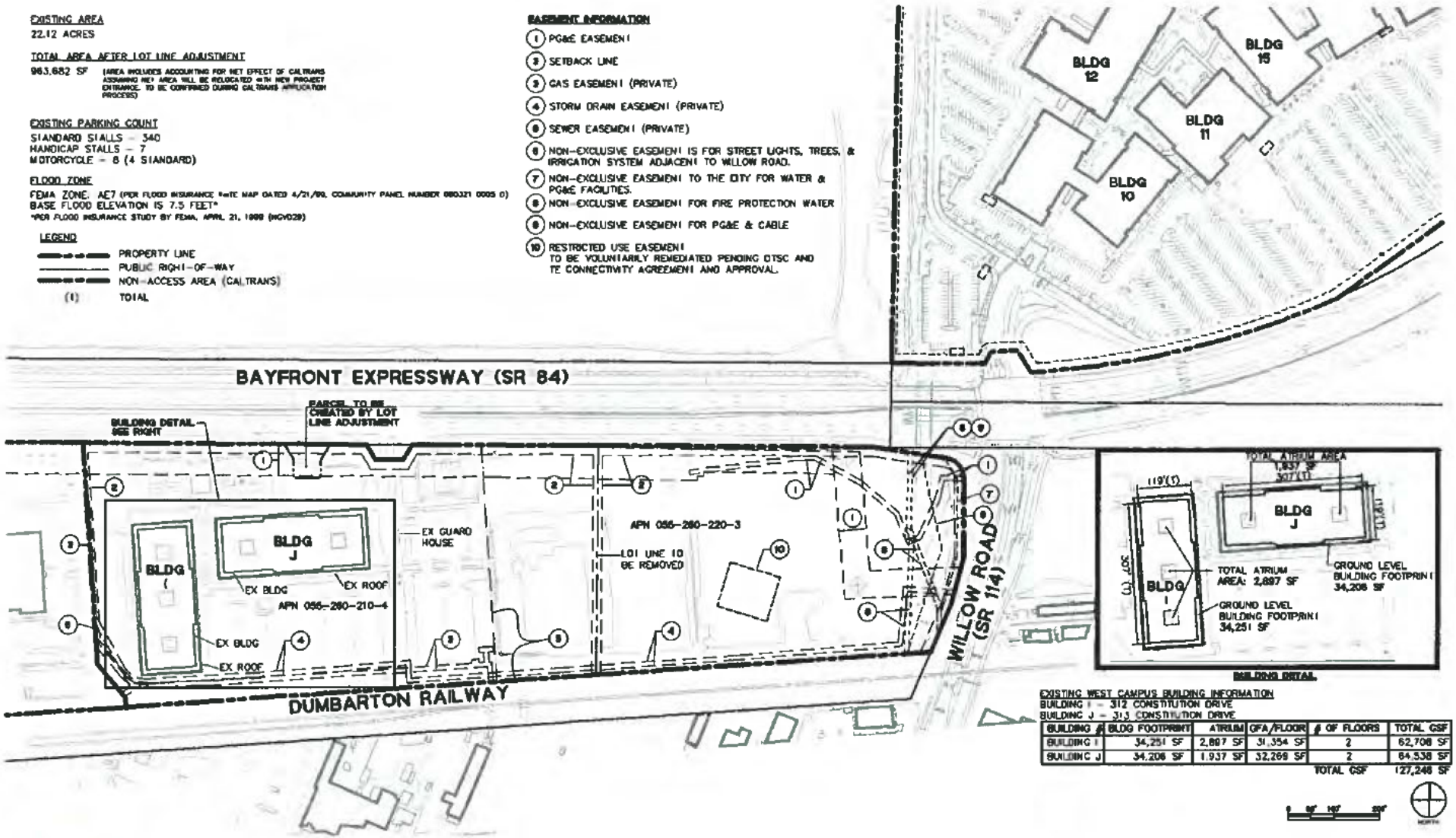
TOTAL AREA AFTER LOT LINE ADJUSTMENT
963,682 SF (AREA INCLUDES ACCOUNTING FOR NET EFFECT OF CALTRANS ASSUMING NET AREA WILL BE RELOCATED WITH NEW PROJECT ENTRANCE. TO BE CONFIRMED DURING CALTRANS APPLICATION PROCESS)

EXISTING PARKING COUNT
STANDARD STALLS – 340
HANDICAP STALLS – 7
MOTORCYCLE – 8 (4 STANDARD)

FLOOD ZONE
FEMA ZONE: AE7 (PER FLOOD INSURANCE RATE MAP DATED 4/21/99, COMMUNITY PANEL NUMBER 060321 0005 D)
BASE FLOOD ELEVATION IS 7.5 FEET*
*PER FLOOD INSURANCE STUDY BY FEMA, APRIL 21, 1999 (REVISED)

LEGEND
- PROPERTY LINE
- PUBLIC RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)
- (1) TOTAL

EASEMENT INFORMATION
1. PG&E EASEMENT
2. SETBACK LINE
3. GAS EASEMENT (PRIVATE)
4. STORM DRAIN EASEMENT (PRIVATE)
5. SEWER EASEMENT (PRIVATE)
6. NON-EXCLUSIVE EASEMENT IS FOR STREET LIGHTS, TREES, & IRRIGATION SYSTEM ADJACENT TO WILLOW ROAD.
7. NON-EXCLUSIVE EASEMENT TO THE CITY FOR WATER & PG&E FACILITIES.
8. NON-EXCLUSIVE EASEMENT FOR FIRE PROTECTION WATER
9. NON-EXCLUSIVE EASEMENT FOR PG&E & CABLE
10. RESTRICTED USE EASEMENT TO BE VOLUNTARILY REMEDIATED PENDING DTSC AND TE CONNECTIVITY AGREEMENT AND APPROVAL.



EXISTING WEST CAMPUS BUILDING INFORMATION
BUILDING I – 312 CONSTITUTION DRIVE
BUILDING J – 313 CONSTITUTION DRIVE

BUILDING #	BLDG FOOTPRINT	ATRIUM	GFA/FLOOR	# OF FLOORS	TOTAL GSF
BUILDING I	34,251 SF	2,897 SF	31,354 SF	2	62,708 SF
BUILDING J	34,206 SF	1,937 SF	32,269 SF	2	64,538 SF
				TOTAL GSF	127,246 SF

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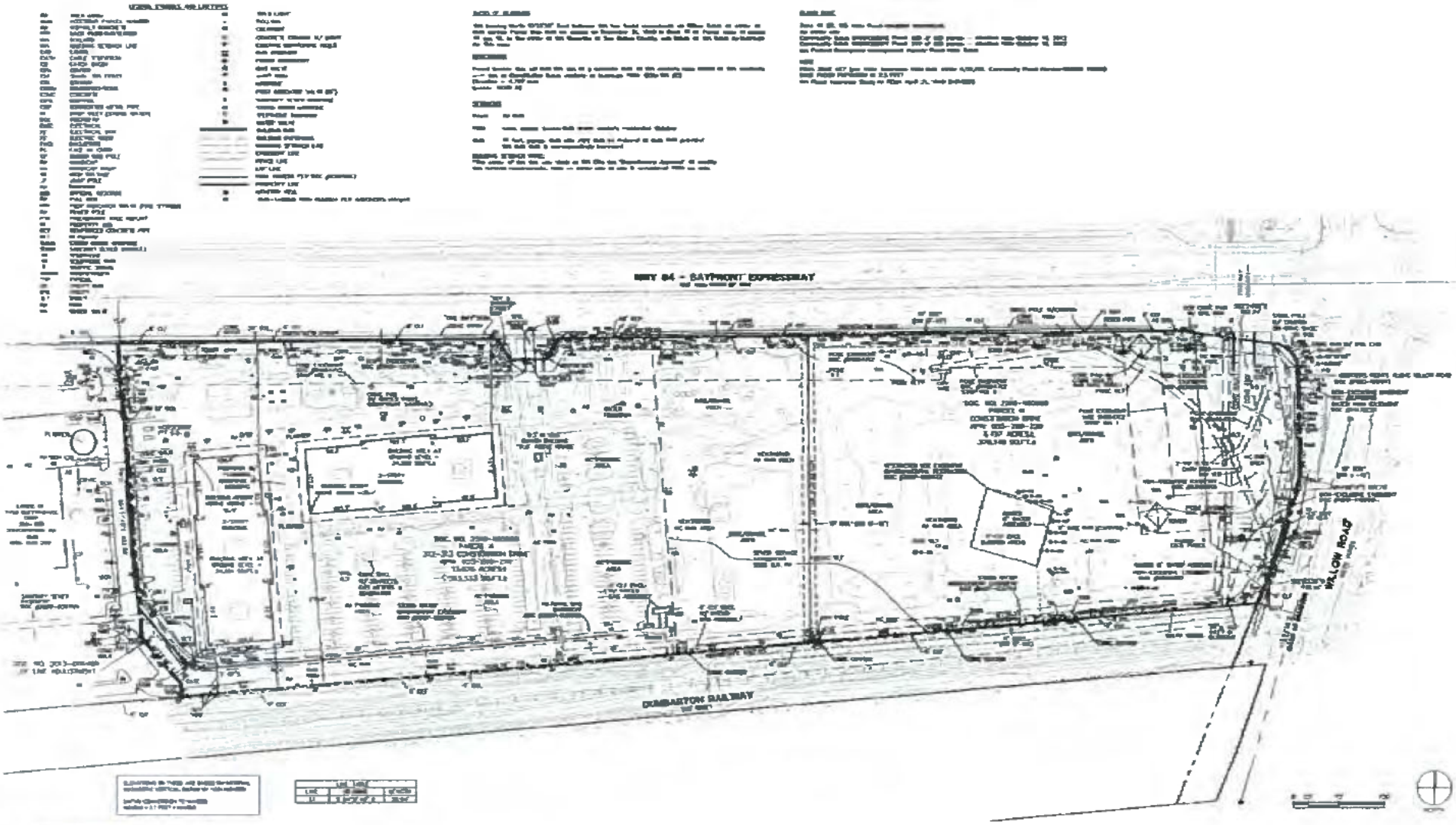
WA.1: EXISTING SITE PLAN

SCALE: 1"=100'
11X17 SCALE IS 1"=200'
FEBRUARY 1, 2013



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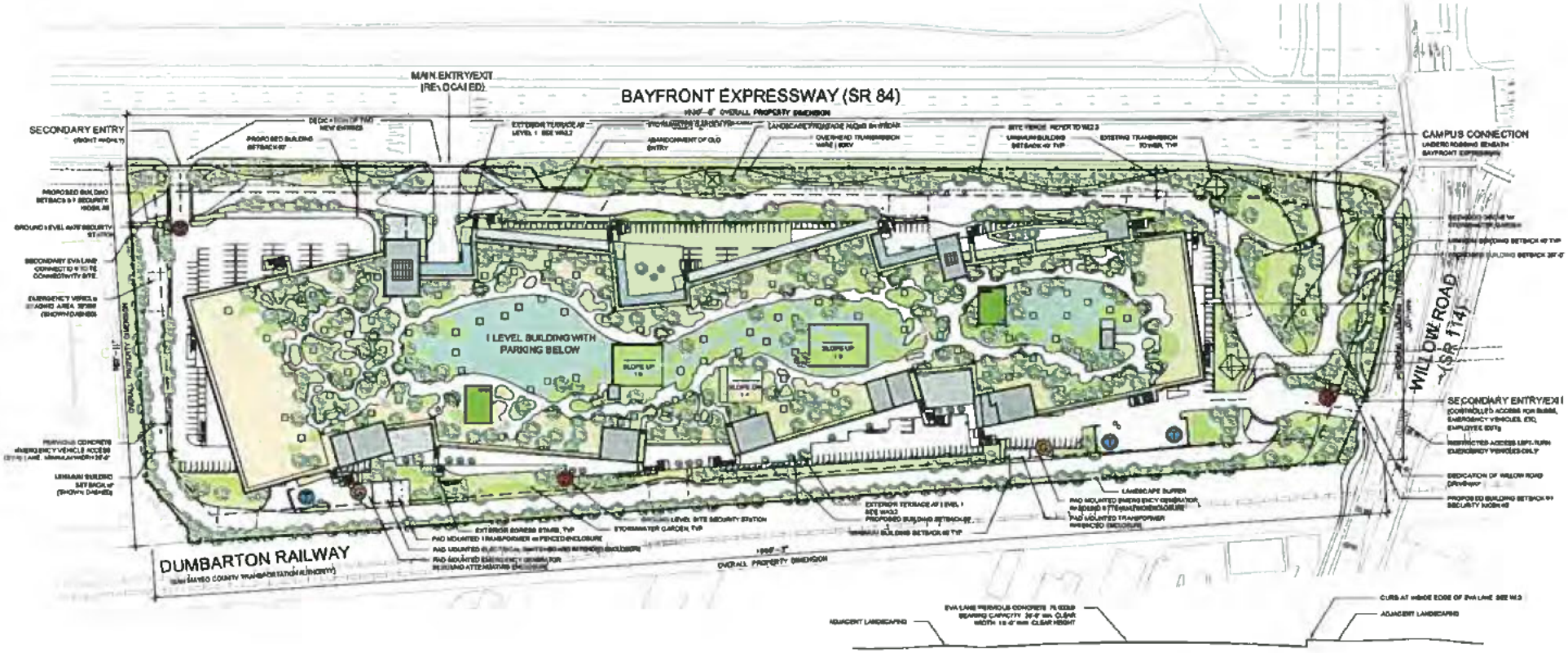
WA.1.1: TOPOGRAPHIC SURVEY

SCALE: 1"=75'
11X17 SCALE IS 1"=250'
FEBRUARY 1, 2013



MINIMUM LIGHTING STANDARD

The lighting methods for any West Campus shall comply with LEED & CALGreen pollution standards designed to minimize light energy waste in Buildings too. The planned zip by LEED helps reduce the amount of the minimum lighting standard as the West campus lighting

Light meter only as required for safety, use quality. Lighting within the campus water not exceed ANSI/IES/RP-33 Standard ANSI-2007 (with center FLA without attributed for classified zone

Design exterior lighting so that fixtures and building-mounted luminaires produce a maximum initial luminance value as greater than 0.05 horizontal lux at the horizontal lux at the boundary and as greater than 0.01 horizontal lux at the lux beyond the site.

Determine the lux value that 90% of the lux value designed fixtures ignore (i.e. on-time of all fixtures — until lux minimum as result of 40 degrees or higher within that bright round

The design also comply with the 2010 Pennsylvania Planning Organizing & Standards for Bird-Safe Buildings

The design shall comply with the CalGreen Light Pollution Reduction Standards noted below

Outdoor lighting luminaire that as too good lux installed to comply with the following

1. The allowable lumen-hours—the California Energy Code for lighting Zones 1-4 as defined in Chapter 10 of the California Administrative Code, and
2. the night Uplight rate Ratio (ULR) ratings as defined in NEMA TS-40-11 rate
3. Allowable ULR ratings not exceeding value shown in Table as follows —
4. Comply the a non-conforming facility a noted pursuant to Section 101.8 whichever is more stringent.

Exceptions

1. Luminaires that qualify as exemption — Section 147 of the California Energy Code
2. Emergency lighting

The design also comply with the 2010 Pennsylvania Planning Organizing & Standards for Bird-Safe Buildings

1. Interior lighting off as as minimum amount as much as possible
2. Permanent exterior lighting is shielded
3. Flame uses reflectivity glass to have window coverings
4. Exterior light fixtures is designed to minimize light emitting standards

GENERATOR SUMMARY

	GENERATOR 1	GENERATOR 2
RATED STANDBY CAPACITY	500kW	500kW
STACK HEIGHT	8m	8m
FUEL CAPACITY	300 gallons	300 gallons
FUEL CONSUMPTION RATE (100% load)	27 gal/hr	27 gal/hr
STACK DIAMETER	8in	8in
EXHAUST FLOWRATE	3642 cfm	3642 cfm
EXHAUST TEMP	842 °F	842 °F
ENGINE HORSEPOWER	782 HP	782 HP
ENGINE MANUFACTURER/MODEL	CAT C18 DITA	CAT C18 DITA
ANNUAL HOURS OF OPERATION	10 hours	12 hours
EPA CERTIFICATION	Stationary Emergency Applications (Tier 2)	Stationary Emergency Applications (Tier 2)
EMISSION TEST DATA (g/bhp-hr NMHC)	CO 0.8 PM 0.9 NOx + HC 0.9	CO 0.8 PM 0.2 NOx + HC 0.9
EXHAUST MODIFICATIONS	None	None

CONCEPTUAL EVA LANE CROSS SECTION

LEGEND

- EMERGENCY GENERATOR
- SITE SECURITY CONTROL STATION (ALSO SEE WA.3.1)
- TRASH ENCLOSURE (SEE WA.3.1)
- EXISTING TRANSMISSION TOWER

NOTE
REFER TO ALTA SURVEY FOR PROPERTY DIMENSIONS
REFER TO SHEET WA.2.3 FOR SIGNAGE & FENCING

0 25' 75' 150'

NORTH

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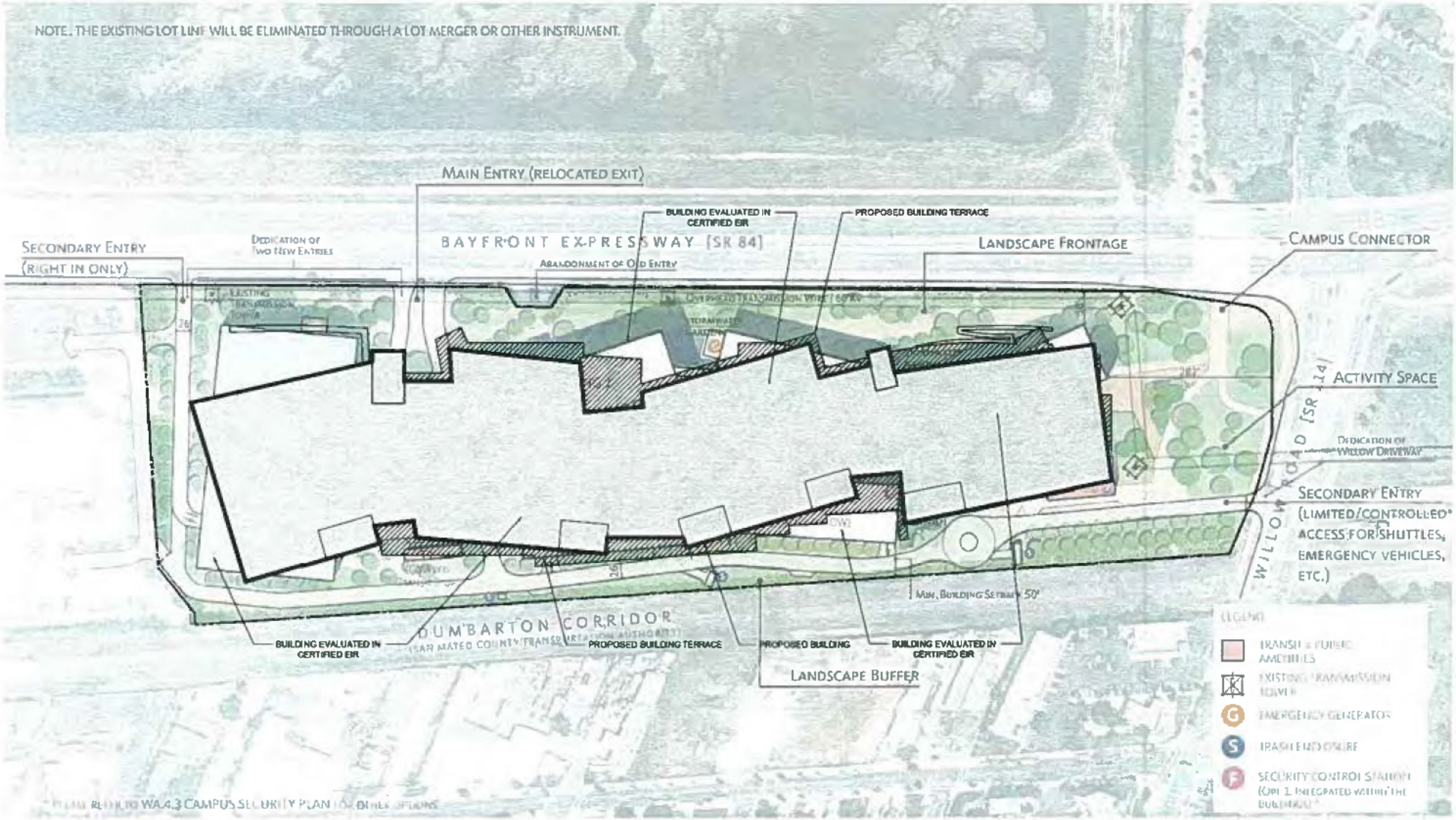
WA.2.0: PROPOSED SITE PLAN

SCALE: 1"=75'
11X17 SCALE 1"=150'
FEBRUARY 1, 2013



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WA.2.1: SITE PLAN OVERLAY

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
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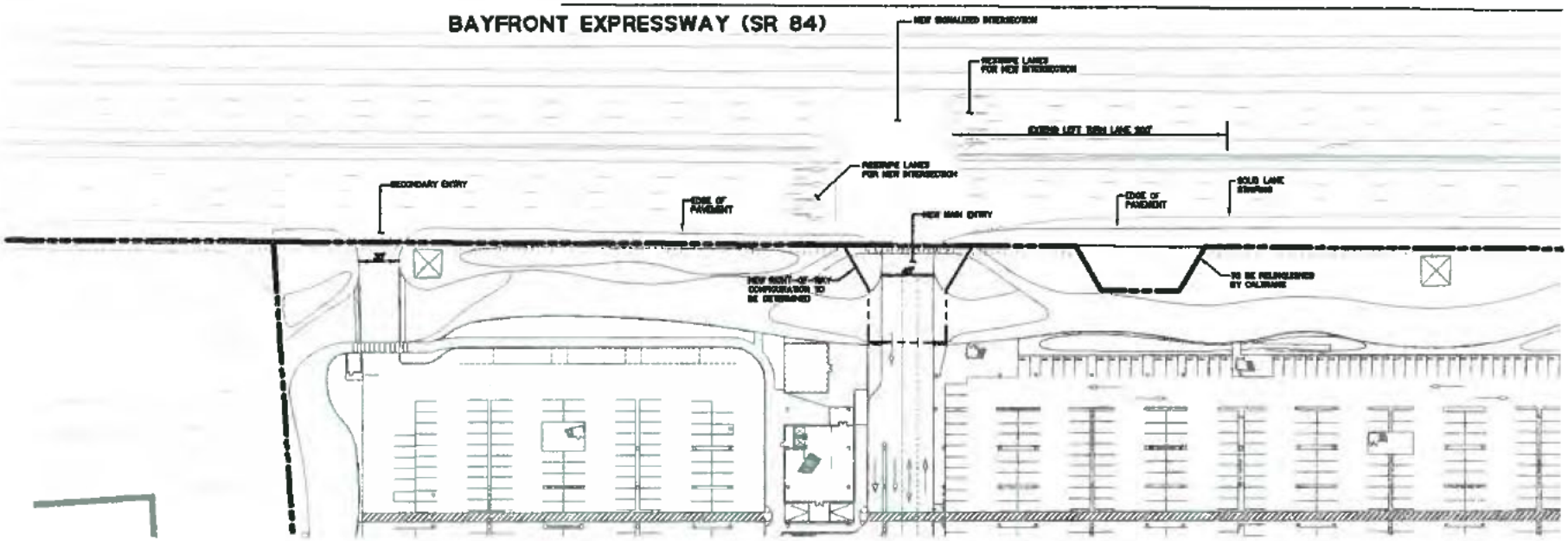

NOTES

1. BAYFRONT IMPROVEMENT LAYOUT ARE CONCEPTUAL AND INFORMATIVE. FINAL LAYOUT ENGINEERING DESIGN WILL BE PERFORMED AT THE TIME OF PROJECT PLAN CONSTRUCTION.
2. REFER TO PROJECT TRAFFIC ENGINEER REPORT FOR ADDITIONAL INFORMATION AND DETAIL.
3. ACCESS POINTS AND ALL IMPROVEMENTS ON BAYFRONT EXPRESSWAY ARE SUBJECT TO REVIEW AND APPROVAL BY CALTRANS. CALTRANS WRITTEN APPROVAL OF THE TRAFFIC SIGNAL TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR THE BUILDING FOUNDATION.
4. ALL PEDESTRIAN PATHWAYS SHALL MEET ACCESSIBILITY REQUIREMENTS.

LEGEND

- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

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WA.2.2 BAYFRONT EXPRESSWAY

SCALE: 1"=40'
11X17 SCALE IS 1"=80'
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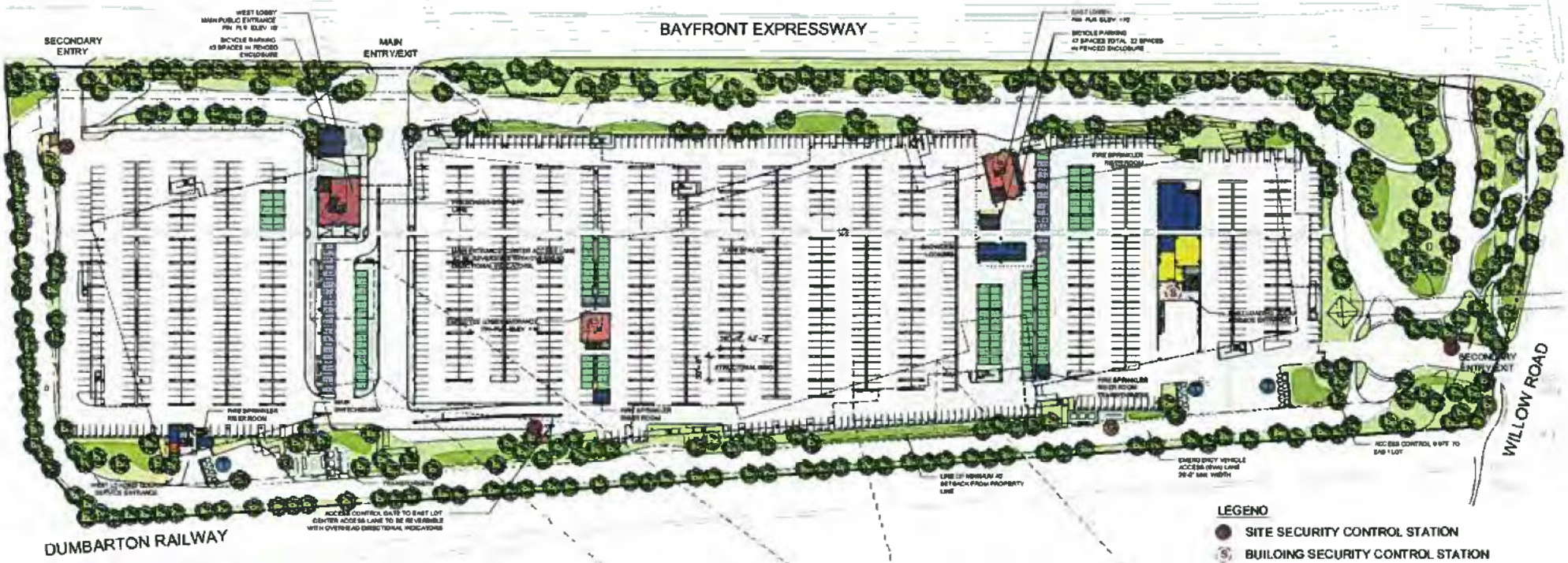
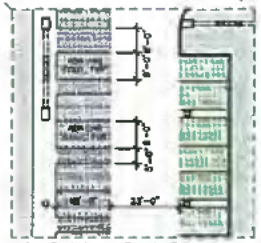
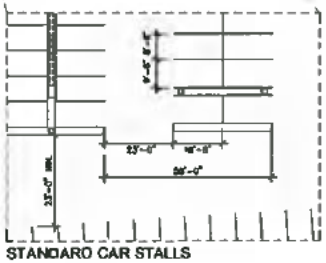


	TOTAL
REGULAR STALLS	1351
ENERGY EFFICIENT VEHICLE STALLS (EEV)	122*
ADA COMPLIANT VEHICLE STALLS	20
ADA COMPLIANT VAN STALLS	6
TOTAL VEHICLE PARKING	1499
BICYCLE PARKING	90



ADA CAR/VAN STALLS



STANDARD CAR STALLS

LEGEND

- SITE SECURITY CONTROL STATION
- BUILDING SECURITY CONTROL STATION
- TRASH COLLECTION
- EMERGENCY GENERATOR
- BICYCLE PARKING
- ENERGY EFFICIENT VEHICLE PARKING
- ADA COMPLIANT VEHICLE AND VAN PARKING
- OFFICE/WORKSPACE
- STAFF AMENITIES/SUPPORT & STORAGE
- RESTROOMS/SHOWERS
- MEP/IT SPACES
- LOBBIES
- CORES

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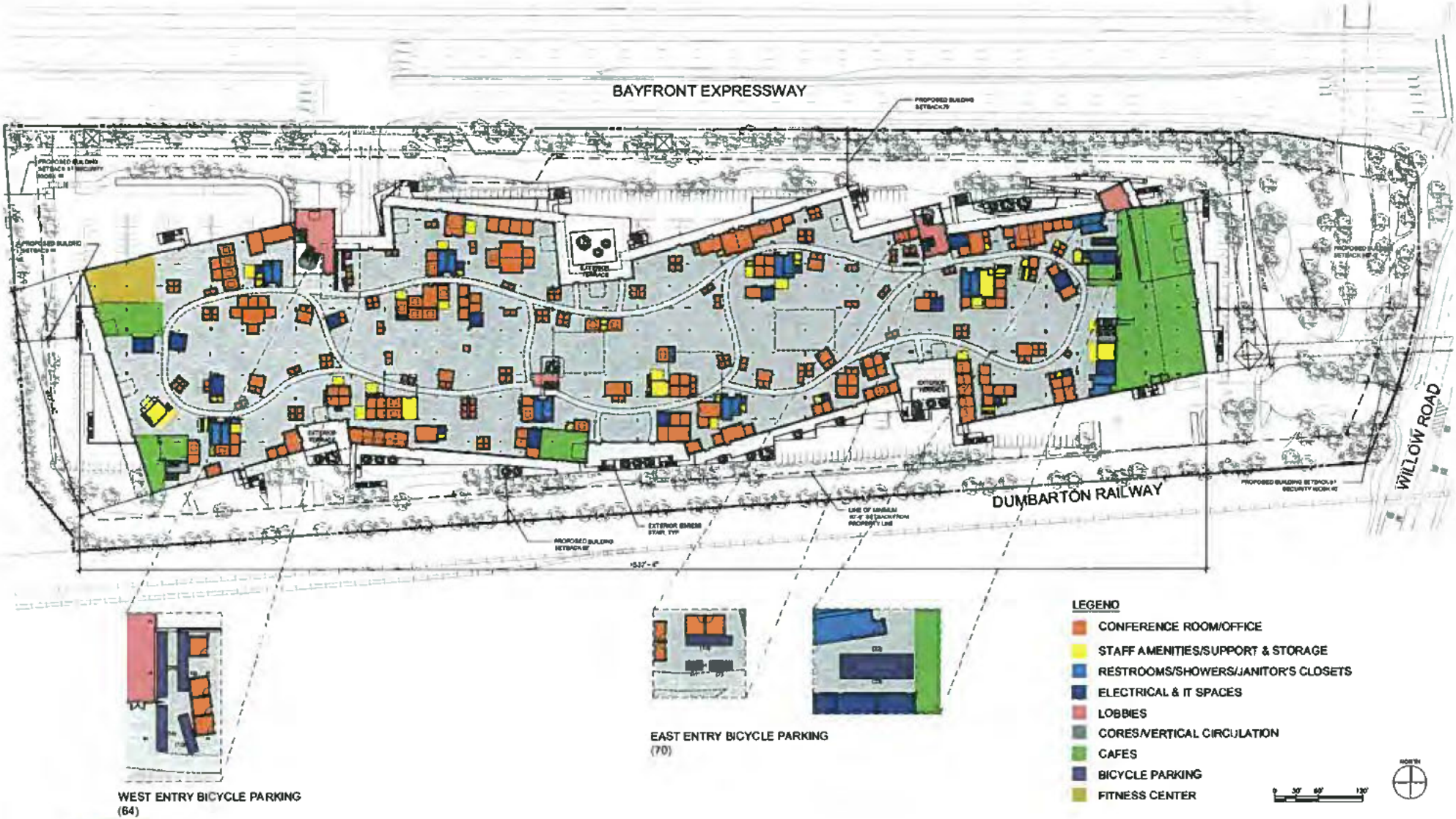
WA.3.1: PARKING PLAN

SCALE 1"=60'
11X17 SCALE IS 1"=120'
FEBRUARY 1, 2013



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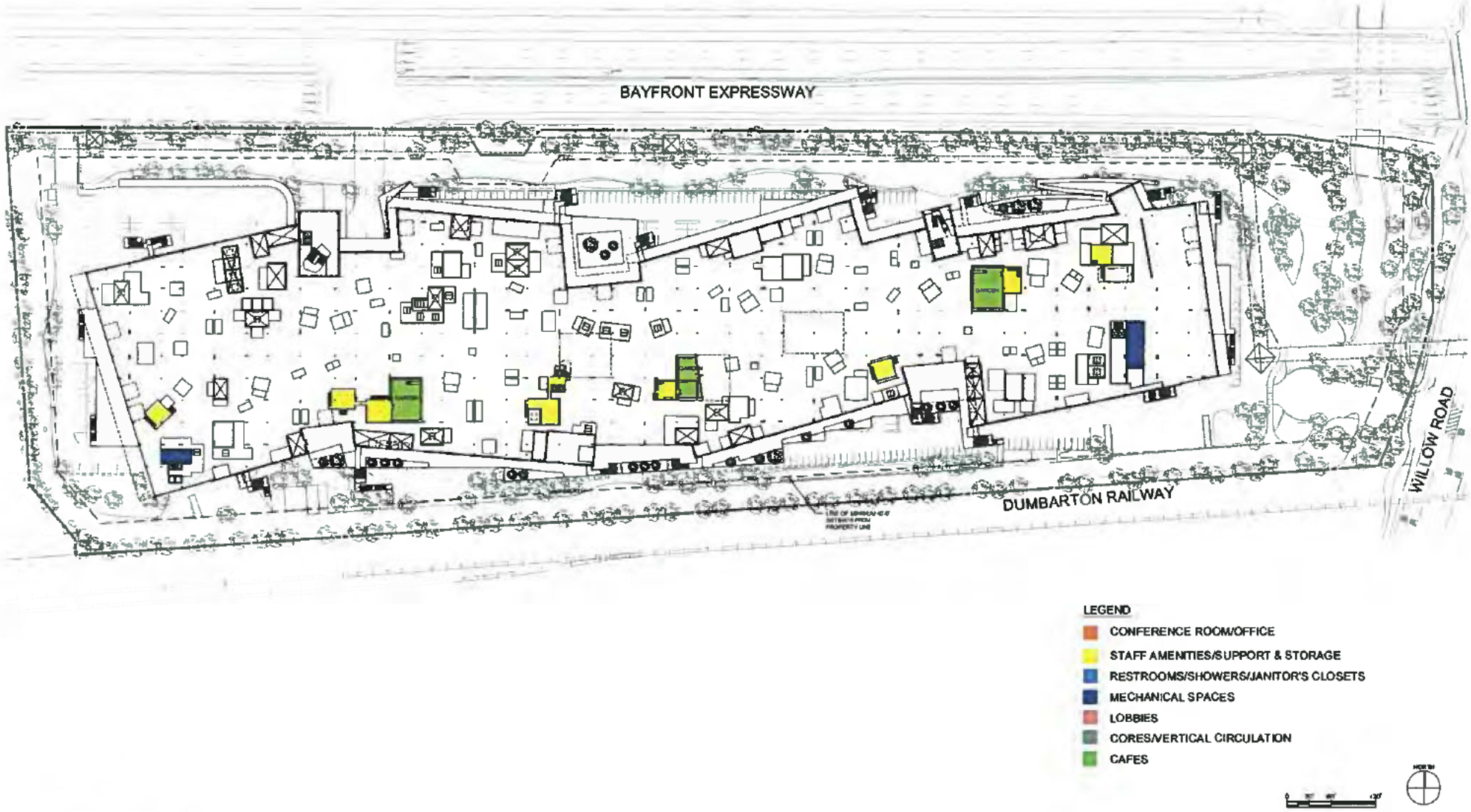
WA.3.2: FIRST FLOOR PLAN

SCALE: 1"=60'
11X17 SCALE IS 1"=120'
FEBRUARY 1, 2013



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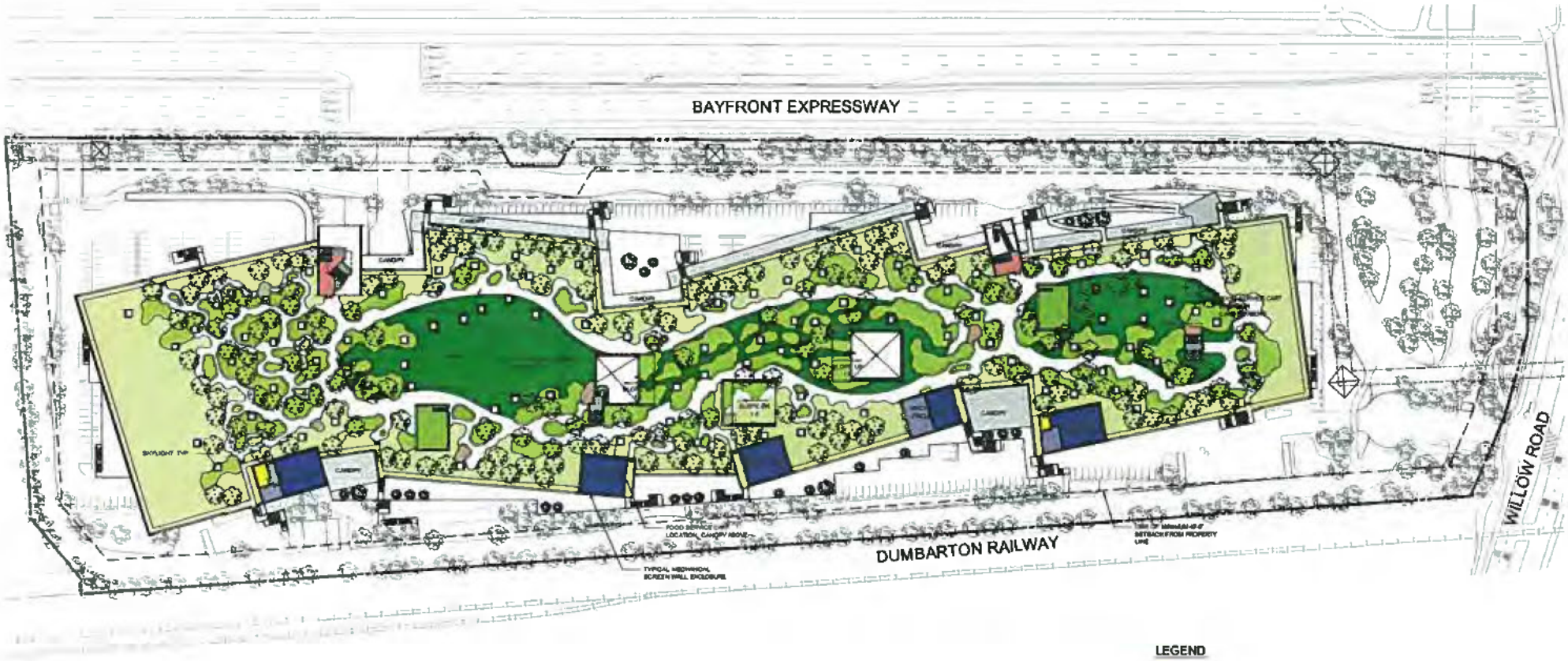
WA.3.2.1: MEZZANINE PLAN

SCALE: 1"=60'
11X17 SCALE IS 1"=120'
FEBRUARY 1, 2013



NOTE:
THE ROOF IS INTENDED AS A SOCIAL SPACE FOR WALKING AND ASSEMBLY FUNCTIONS. A TEMPORARY SPECIAL EVENT TENT (SEE DESCRIPTION BELOW) MAY BE ERECTED FOR SINGLE DAY EVENTS SUCH AS PRODUCT LAUNCHES, ALL-HANDS MEETINGS, AND COMPANY SOCIAL GATHERINGS THAT COULD OCCUR DURING BOTH DAY AND EVENING HOURS. WALKING PATHS, WITH ADJACENT AREAS OF FURNITURE FOR SEATING AND DINING, WILL BE PROVIDED WITH THE USE OF FOOD SERVICE CARTS AND PORTABLE GAS BARBEQUES. AT THE FOOD SERVICE CART LOCATIONS, EITHER A FABRIC TENT AND/OR A CANOPY STRUCTURE WITH A SERVING COUNTER MAY BE PROVIDED TO AUGMENT THE FOOD SERVICE CARTS FOR SHADE AND INCLEMENT WEATHER PROTECTION.

THE HORIZONTAL DIMENSIONS OF THE TEMPORARY SPECIAL EVENT TENT WOULD BE APPROXIMATELY 60'x180'. WITH A MAXIMUM VERTICAL PEAK APPROXIMATELY 28' ABOVE THE LAWN (SEE WA-T 1B & WA-T 5B). THE MAXIMUM TENT PEAK HEIGHT WOULD BE LIMITED BY THE MAXIMUM BUILDING HEIGHT OF 73' ABOVE AVERAGE NATURAL GRADE. NOISE AND LIGHTING IMPACTS FROM THE SPECIAL EVENT SHALL BE WITHIN THE CURRENT APPLICABLE ZONING ORDINANCES.

SEE SHEET WA 2.0 PROPOSED SITE PLAN FOR ROOF PLAN & MINIMUM LIGHTING STANDARDS.

LEGEND
- STORAGE
- RESTROOMS
- MEP SPACES - SCREENED
- MEP SPACES - COVERED
- LOBBIES
- CORES/VERTICAL CIRCULATION

NORTH

0 30' 60' 120'

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WA.3.3: ROOF LEVEL PLAN

SCALE: 1"=60'
11X17 SCALE IS 1"=120'
FEBRUARY 1, 2013

DEVELOPMENT STANDARDS	PROPOSED PROJECT	M-2 ZONING ORDINANCE
LOT AREA	963,682 SF	25,000 SF MIN.
AVERAGE LOT WIDTH	500.75 FT	100 FT MIN.
AVERAGE LOT DEPTH	1846.4 FT	100 FT MIN.
SETBACKS		
FRONT	Proposed 40 FT; Min. 40 FT	20 FT
REAR	Proposed 49 FT; Min. 40 FT	0 FT
SIDE (LEFT)	Proposed 60 FT; Min. 40 FT	10 FT
SIDE (RIGHT)	Proposed 60 FT; Min. 40 FT	10 FT
BUILDING COVERAGE		
COVERAGE: (INCLUDES BUILDING ENCLOSURE, EXTERIOR TERRACES, SECURITY STATIONS)	485,124 SF	481841 SF
	Proposed 50.34%; Max. 55%	50 %
FAR (FLOOR AREA RATIO)	433,555 SF / 963,682 SF	433,656 SF / 963,682 SF
	44.99 %	45 %
SQUARE FOOTAGE BY FLOOR		
GROUND FLOOR	14,293 SF	
FIRST FLOOR	403,691 SF	
MEZZANINE	9,802 SF	
ROOF LEVEL	5,319 SF	
ACCESSORY BUILDING (SECURITY STATIONS)	450 SF	
TOTAL SQUARE FOOTAGE	433,555 SF	433,656 SF
BUILDING HEIGHT ABOVE AVG. NATURAL GRADE*	73 FT	35 FT
PARKING		
PARKING PROVIDED ONSITE	1,499 SP.	
CALCULATED BASIS: 1 SPACE / 300 SF		1,446 SP.MIN.

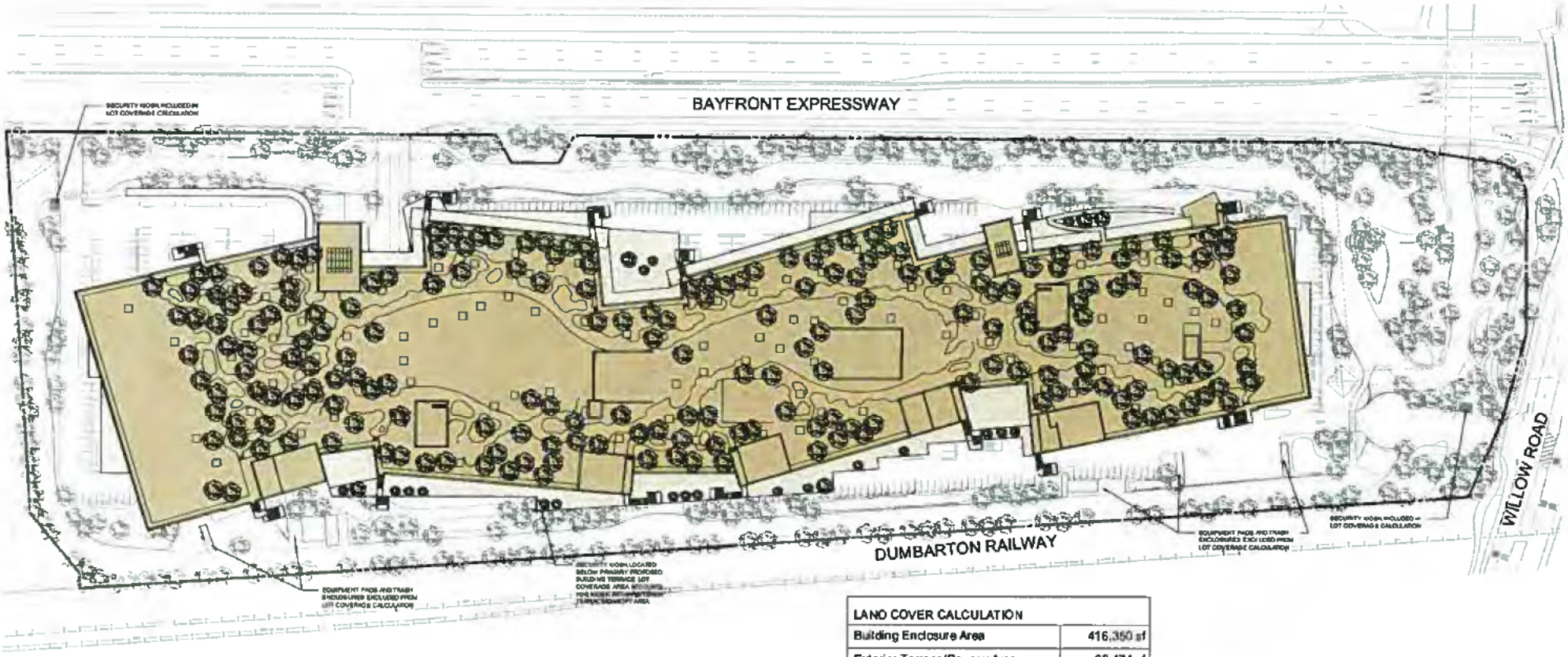
*AVERAGE NATURAL GRADE IS ESTIMATED AT +7'-10"

PERVIOUS / IMPERVIOUS SURFACES	
GROUND FLOOR	
PERVIOUS LANDSCAPE (OUTSIDE BUILDING FOOTPRINT)	185,636 SF
PERVIOUS EMERGENCY VEHICLE ACCESS LANE (PERVIOUS CONCRETE)	133,537 SF
IMPERVIOUS PAVING (OUTSIDE BUILDING FOOTPRINT)	154,754 SF
ACCESSORY BUILDING ROOFS (IMPERVIOUS AREA)*	1,351 SF
FIRST FLOOR	
IMPERVIOUS TERRACE	71,113 SF
ROOF LEVEL*	
PERVIOUS GREEN ROOF LANDSCAPE/PATH	357,479 SF
IMPERVIOUS ROOF	59,812 SF
TOTAL PERVIOUS SURFACE WITH GREEN ROOF	676,652 SF 70 %
TOTAL IMPERVIOUS SURFACE WITH GREEN ROOF	287,030 SF 30 %
TOTAL PERVIOUS SURFACE EXCLUDING GREEN ROOF	319,173 SF 33 %
TOTAL IMPERVIOUS SURFACE EXCLUDING GREEN ROOF	644,509 SF 67 %

*POTENTIAL GREEN ROOF AREA REPORTED IS SUBJECT TO REFINEMENT
* INCLUDES SECURITY STATIONS AND TRASH ENCLOSURES

REFER TO WL.1 TREE DISPOSITION PLAN FOR A DETAILED SUMMARY OF TREE REMOVAL AND REPLACEMENT REQUIREMENTS.

THE MAXIMUM FAR IS 45% BASED ON THE NET LOT AREA AFTER ACCOUNTING FOR THE ANTICIPATED NET EFFECT OF CALTRANS DEDICATIONS & ABANDONMENTS, PER SHEET WA.1.
LOT AREA REFERS TO THE AREA CONTAINED WITHIN THE PROPERTY LINE. REFER TO WA.1 & PROJECT SURVEY



LAND COVER CALCULATION	
Building Enclosure Area	416,350 sf
Exterior Terrace/Canopy Area	68,474 sf
Security Station Area	300 sf
Total Coverage	485,124 sf
Building Site Area	963,682 sf
Coverage Percentage	50.34 %
Max. Coverage Percentage	55.00 %

Note:
Exterior stairs do not have roofs.
Trash enclosures and equipment pads are excluded from lot coverage calculation per City of Menlo Park Planning Division

LEGEND

- BUILDING ENCLOSURE
- EXTERIOR TERRACE/CANOPY
- SECURITY STATIONS

NORTH

0 30' 60' 120'

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WA.3.5: LOT COVERAGE DIAGRAM

SCALE: 1"=60'
11X17 SCALE IS 1"=120'
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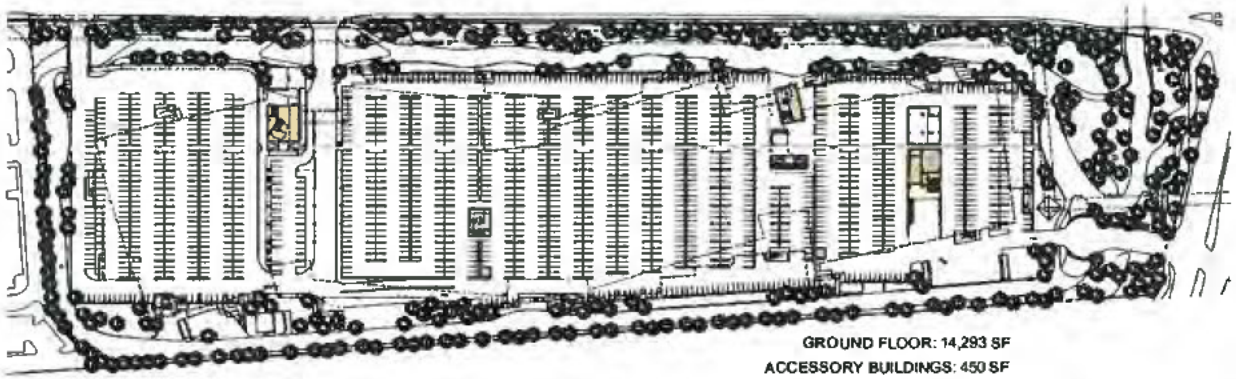
FIRST FLOOR: 403,691 SF



GROUND FLOOR: 14,293 SF
ACCESSORY BUILDINGS: 450 SF

TRASH ENCLOSURE AREA IS EXCLUDED FROM GROSS FLOOR AREA
CALCULATION PER CITY OF MENLO PARK ZONING ORDINANCE

LEGEND

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

NORTH

0 30' 60' 120'

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WA.3.6: SQUARE FOOTAGE DIAGRAMS

SCALE: 1"=100'
11X17 SCALE IS 1"=200'

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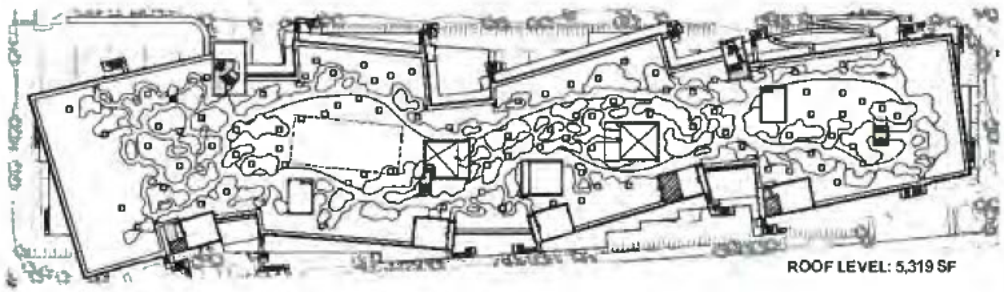
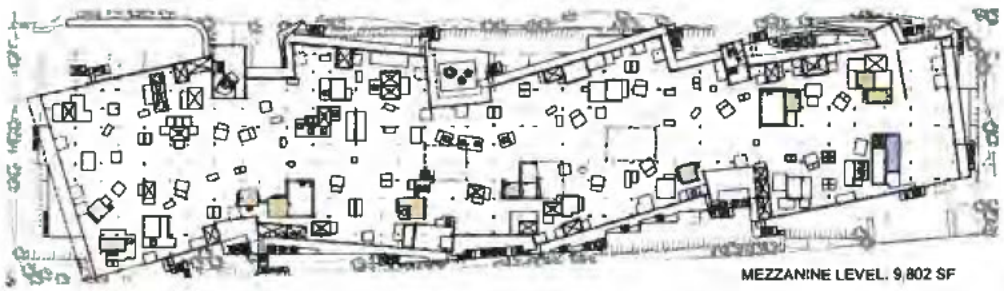


ROOF LEVEL: 5,319 SF



MEZZANINE LEVEL: 9,802 SF

GFA CALCULATION

	Ground Floor	First Floor	Mezzanine Level	Roof Level	Total
Enclosure Area	15,793 sf	405,284 sf	399,098 sf	18,320 sf	838,495 sf
Open to Below Areas	0 sf	1,593 sf	387,796 sf	9,751 sf	399,140 sf
Sub-Total Gross Areas	15,793 sf	403,691 sf	11,302 sf	8,569 sf	439,355 sf
Exclusions to GFA					
Non-Occupiable/Inaccessible Areas [1]	0 sf	0 sf	1,500 sf	0 sf	1,500 sf
Areas for Building Systems - Generators, Mech [2]	0 sf	0 sf	0 sf	3,165 sf	3,165 sf
Shafts - HVAC, Plumbing [3]	0 sf	0 sf	0 sf	85 sf	85 sf
Enclosures for Trash & Recycling [4]	1,050 sf	0 sf	0 sf	0 sf	1,050 sf
Total GFA Exclusions	1,050 sf	0 sf	1,500 sf	3,250 sf	5,800 sf
GFA Calculation (Sub-Total Gross Area - Total GFA Exclusions)	14,743 sf	403,691 sf	9,802 sf	5,319 sf	**433,555 sf**

NOTES:
1. Gross Floor Area (GFA) Definition 18.0-.325. Adopted and effective December 7, 2010.
2. Exceptions to GFA 18.04.325 C.1: Nonusable or non-occupiable spaces not to exceed 3% of maximum allowed GFA.
3. Exceptions to GFA 18.04.325 C.2: Building areas with noise generating equipment - mech - generators not to exceed 1% of GFA
4. Exceptions to GFA 18.04.325 C.3: All areas devoted to covered parking and related circulation.
5. Exceptions to GFA 18.04.325 C.6: Vent shafts such as building mechanical air ducts.
6. Trash enclosure area is excluded from GFA calculation per City of Menlo Park Zoning Ordinance 18.04.325 C.6

LEGEND

- EXCLUDED NON-OCCUPIABLE SPACE
  GF - EXCLUDED PER CITY OF MENLO PARK ZONING ORDINANCE SECTION 18.04.325 C.1
- EXCLUDED MECHANICAL SPACE
  GF - EXCLUDED PER CITY OF MENLO PARK ZONING ORDINANCE SECTION 18.04.325 C.2
- BUILDING ENCLOSURE
- EXTERIOR TERRACE
- SECURITY STATIONS
- ENCLOSURE AREA

NORTH

0 30' 60' 120'

TOTAL SQUARE FOOTAGE: 433,555 SF
433,555 / 963,662 SF = 44.99% FAR

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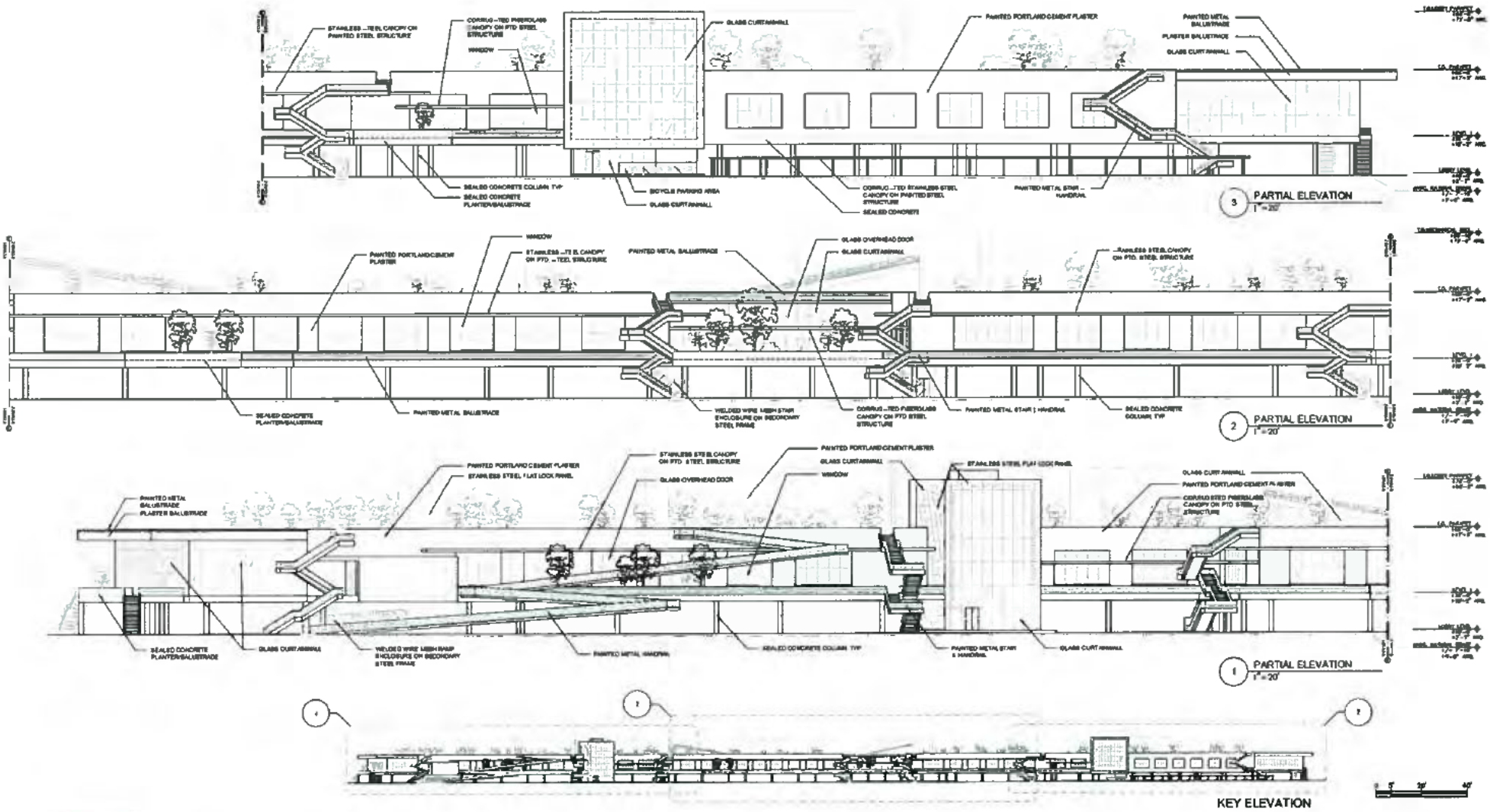
WA.3.7: SQUARE FOOTAGE DIAGRAMS

SCALE: 1"=100'
11X17 SCALE IS 1"=200'
FEBRUARY 1, 2013



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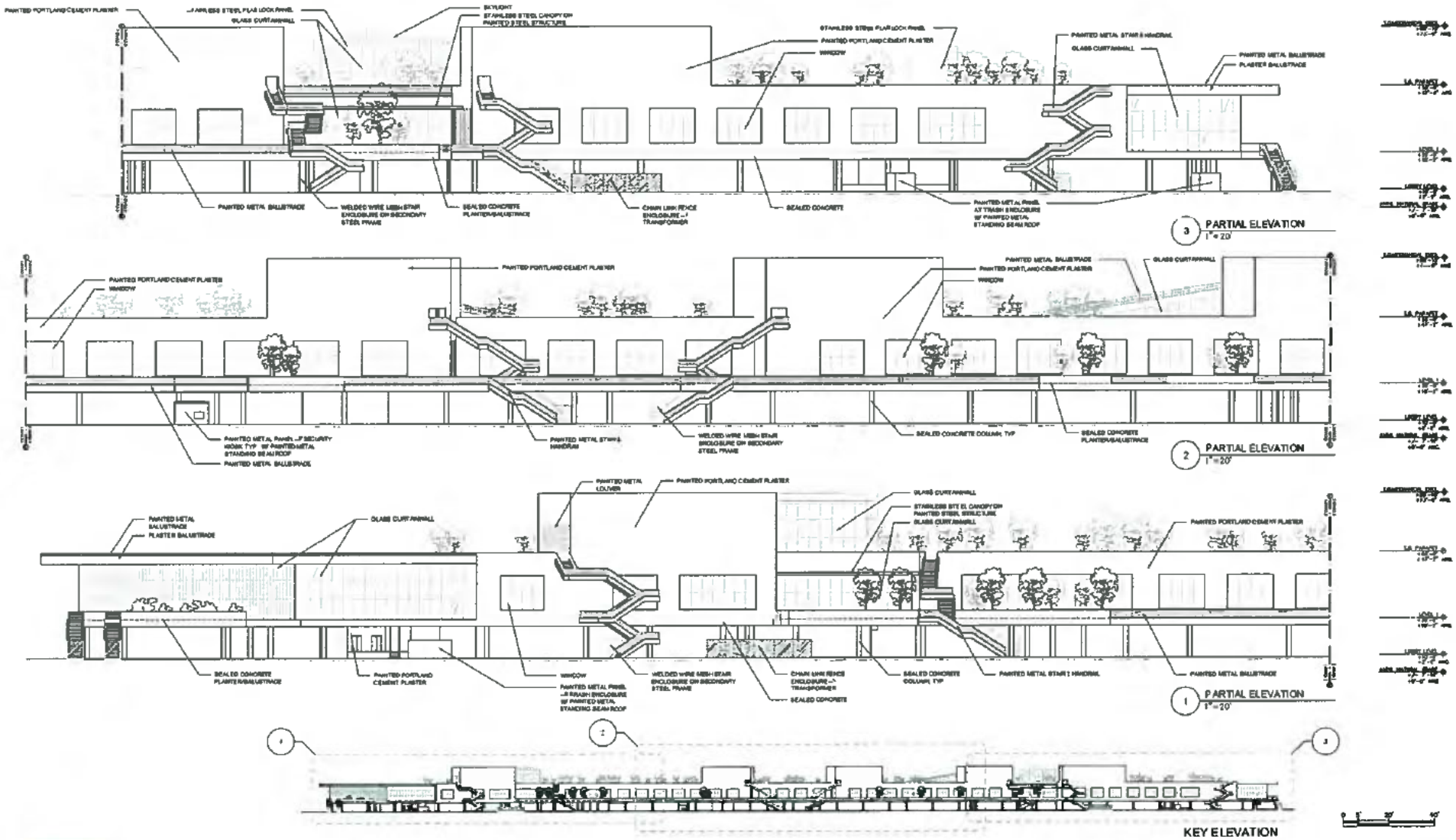
WA.3.8: NORTH ELEVATION

SCALE: 1"=20'
11X17 SCALE IS 1"=40'
FEBRUARY 1, 2013



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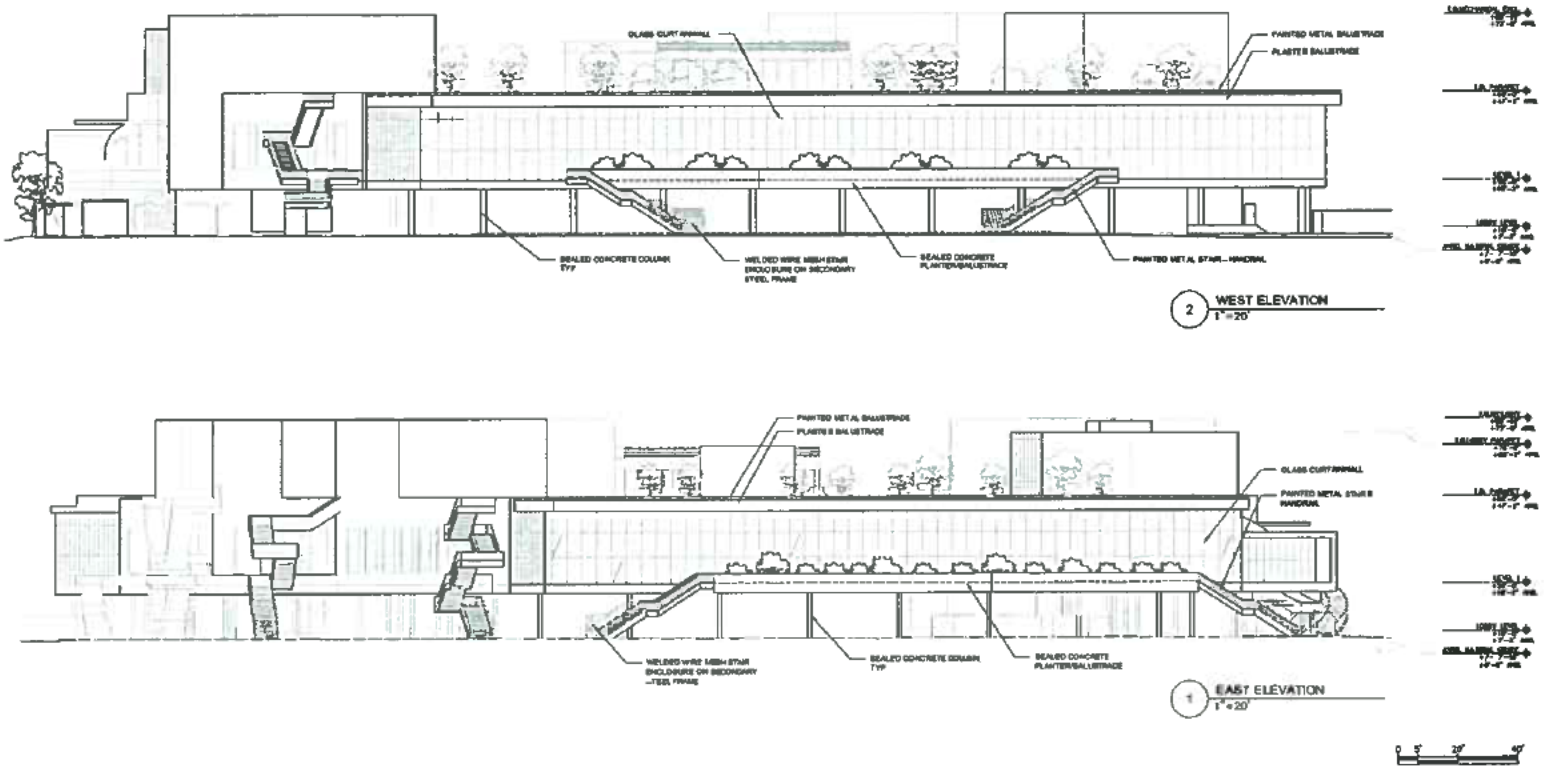
WA.3.9: SOUTH ELEVATION

SCALE: 1"=20'
11X17 SCALE IS 1"=40'
FEBRUARY 1, 2013



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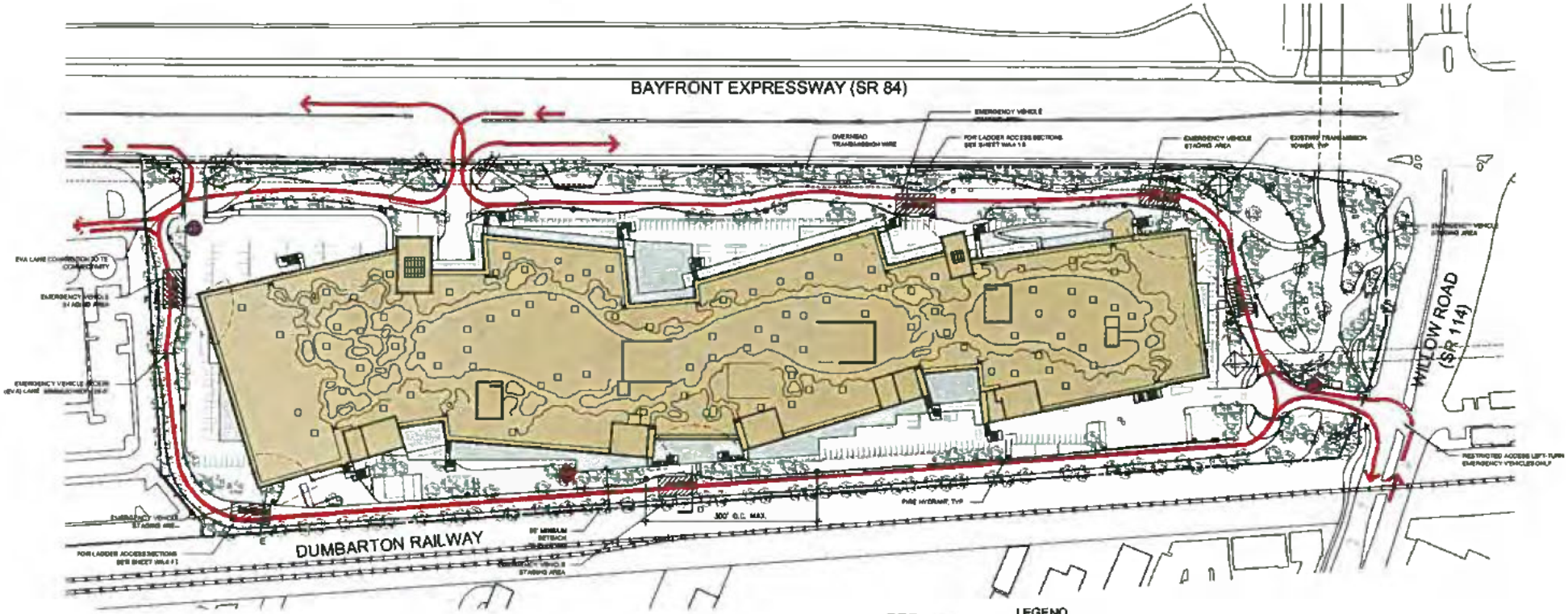
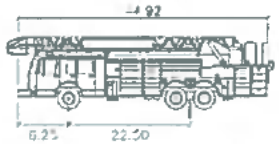
WA.3.10: EAST & WEST ELEVATIONS

SCALE: 1"=20'
11X17 SCALE IS 1"=40'
FEBRUARY 1, 2013



NOTE

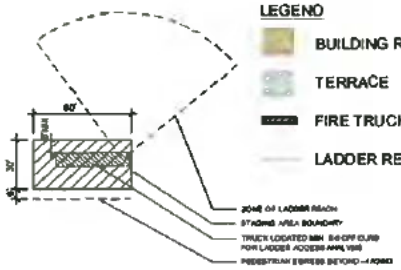
1. FIRE HYDRANTS PROVIDED AT A MAXIMUM SPACING OF 300' ON CENTER.
2. FIRE HYDRANTS TO BE PRIVATE
3. STAGING AREAS SHOWN ARE SUBJECT TO REVIEW BY THE MENLO PARK FIRE PROTECTION DISTRICT
4. ROOF ACCESS TO BE CONSISTENT WITH THE FIRE DISTRICT REQUIREMENTS FOR MINIMUM 3'-0" DOORWAYS TO STAIRS FROM FLOOR BELOW.
5. MEDIAN CUT ON WILLOW ROAD IS SUBJECT TO CALTRANS APPROVAL.
6. SEE SHEETS WA.4.1.1 THROUGH WA.4.1.4 FOR EMERGENCY VEHICLE TURNING PLANS.
7. PERMANENT FIXED LADDERS SHALL BE PROVIDED FOR PARAPETS OR ROOF ELEVATION CHANGES GREATER THAN 3'-0"



Menlo Park feet

Width	8.25
Track	8.25
Lock to Lock Time	6.0
Steering Angle	25.0

MENLO PARK FIRE TRUCK DATA



STAGING AREA DIAGRAM

LEGEND

- BUILDING ROOF
- TERRACE
- FIRE TRUCK
- LADDER REACH
- FIRE ACCESS - 26'-0" MINIMUM WIDTH
- FIRE STAGING AREA - 30' X 60'
- FIRE DEPARTMENT CONNECTION (FDC)
- FIRE HYDRANT
- SITE SECURITY CONTROL STATION

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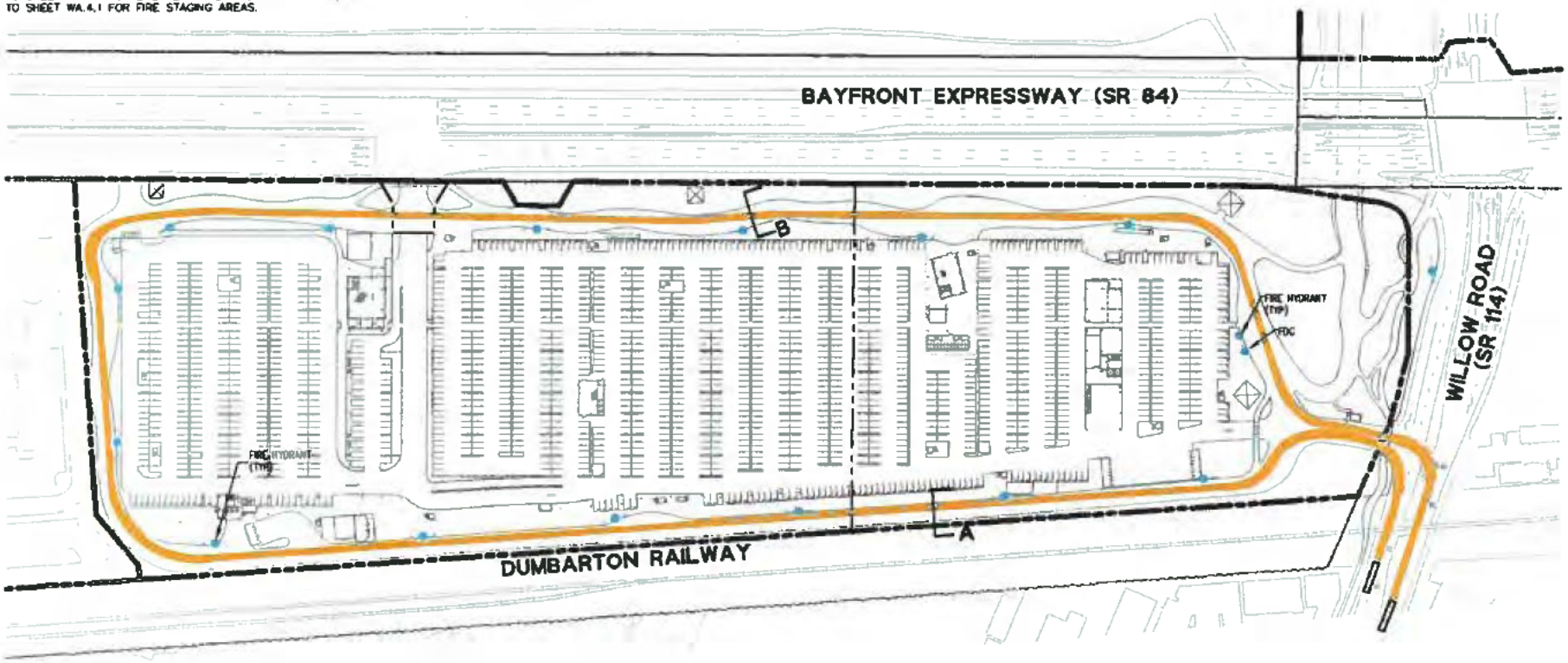
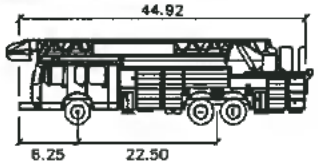
WA.4.1:EMERGENCY VEHICLE ACCESS PLAN

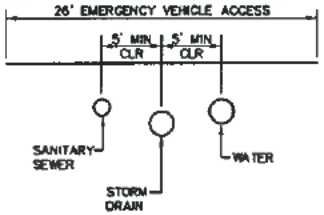
SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013

NOTES:
1. REFER SHEET WL5 FOR PROPOSED WATER SYSTEM.
2. REFER TO SHEET WA.4.1 FOR EMERGENCY VEHICLE ACCESS PLAN.
3. REFER TO SHEET WA.4.1 FOR FIRE STAGING AREAS.

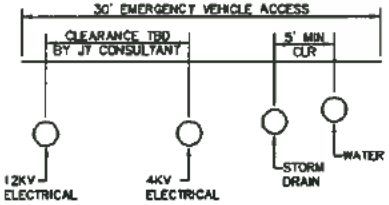




Menlo Park	test
Width	: 8.25
Track	: 8.25
Lock to Lock Time	: 6.0
Steering Angle	: 25.4



SECTION A



SECTION B

UTILITY LAYOUT IS CONCEPTUAL AND INFORMATIVE. UTILITY LAYOUT IS SUBJECT TO CHANGE.
FINAL UTILITY ENGINEERING DESIGN WILL BE PERFORMED AT THE TIME OF PROJECT PLAN CONSTRUCTION

LEGEND
- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

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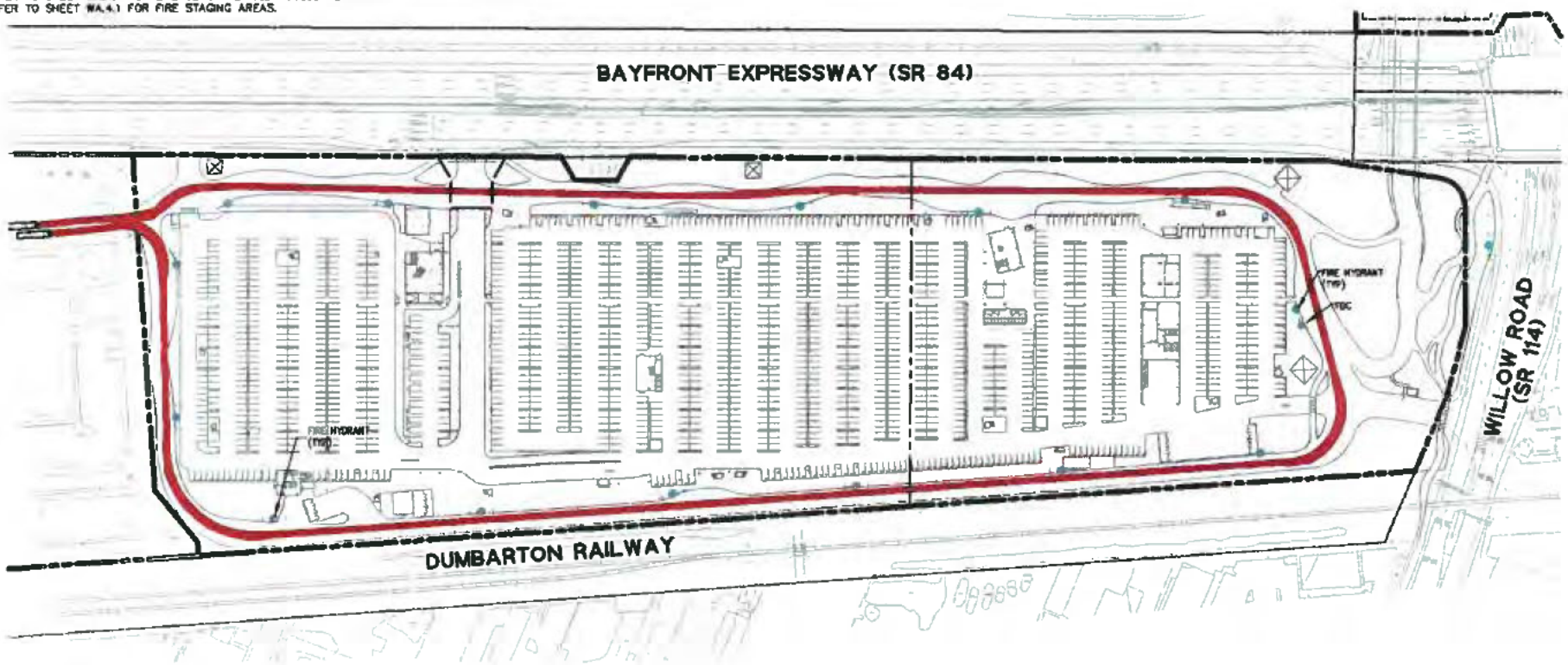
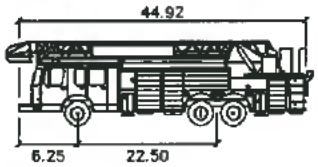
WA.4.1.1 EMERGENCY VEHICLE TURNING PLAN

SCALE: 1'=75'
1 IX17 SCALE IS 1"=150'
FEBRUARY 1, 2013

NOTES:
1. REFER SHEET W.1.3 FOR PROPOSED WATER SYSTEM.
2. REFER TO SHEET WA.4.1 FOR EMERGENCY VEHICLE ACCESS PLAN
3. REFER TO SHEET WA.4.1 FOR FIRE STAGING AREAS.





Menlo Park	feet
Width	8.25
Track	8.25
Lock to Lock Time	6.0
Steering Angle	25.4

LEGEND
- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

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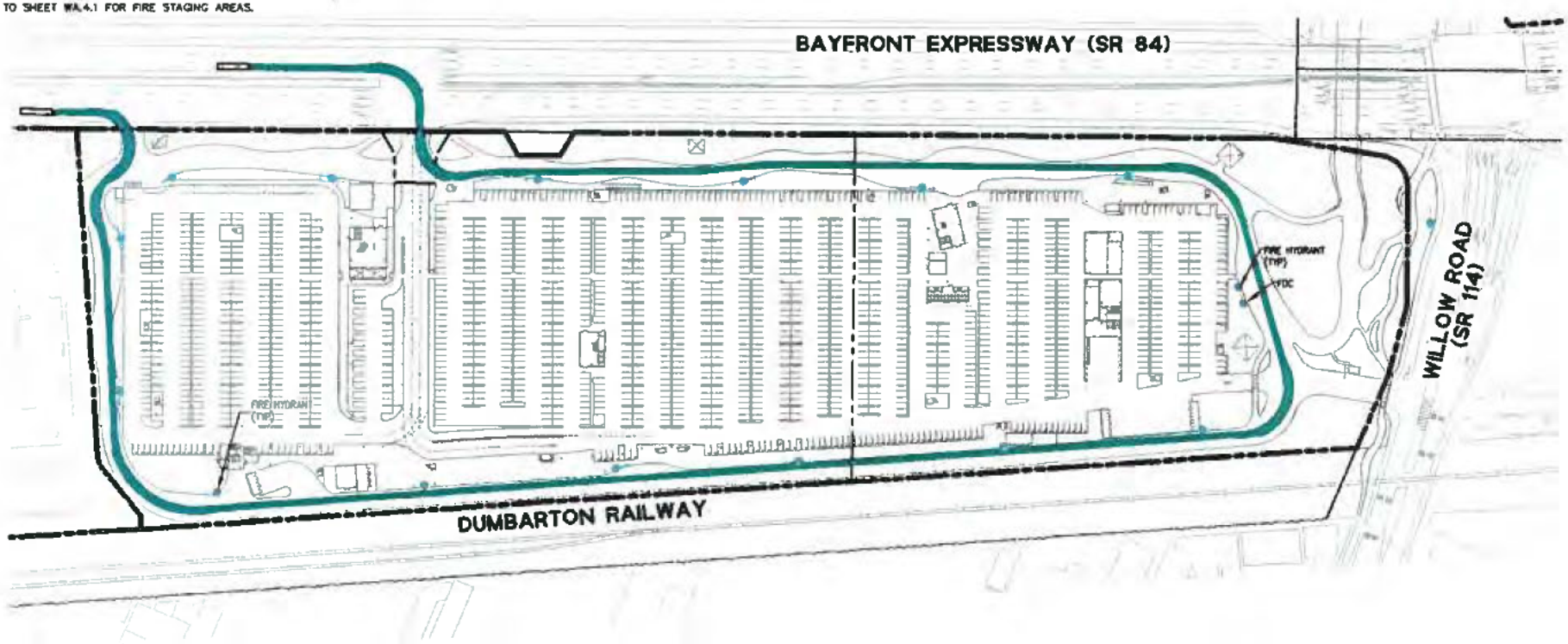
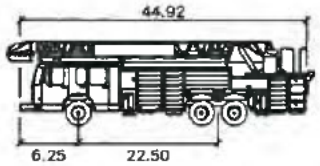
WA.4.1.2 EMERGENCY VEHICLE TURNING PLAN

SCALE: 1'=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013

NOTES:
1. REFER SHEET W.5 FOR PROPOSED WATER SYSTEM
2. REFER TO SHEET WA.4.1 FOR EMERGENCY VEHICLE ACCESS PLAN
3. REFER TO SHEET WA.4.1 FOR FIRE STAGING AREAS.





Menlo Park feet

Width	: 8.25
Track	: 8.25
Lock to Lock Time	: 6.0
Steering Angle	: 25.4

LEGEND
- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

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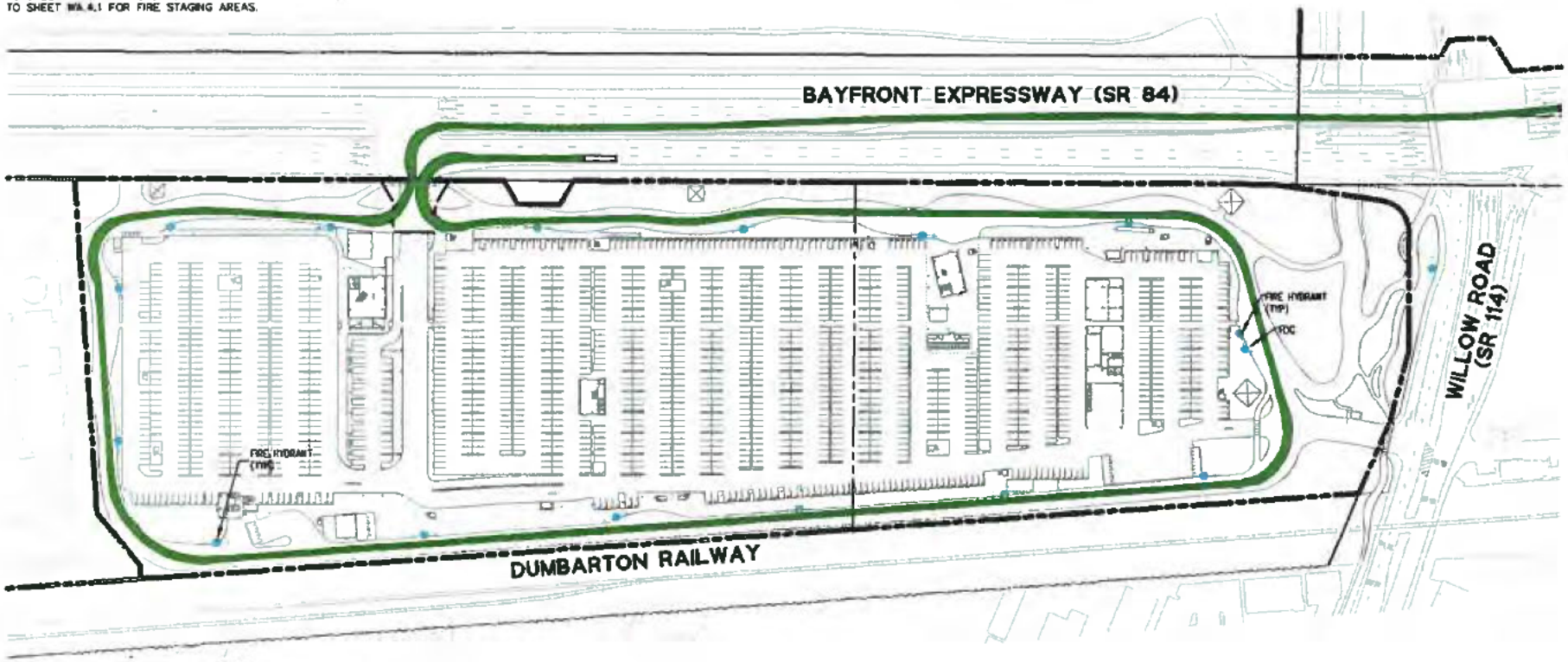
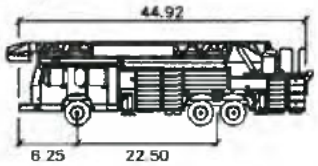
WA.4.1.3 EMERGENCY VEHICLE TURNING PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013

NOTES:
1. REFER SHEET W.1.5 FOR PROPOSED WATER SYSTEM.
2. REFER TO SHEET WA.4.1 FOR EMERGENCY VEHICLE ACCESS PLAN.
3. REFER TO SHEET WA.4.1 FOR FIRE STAGING AREAS.





Menlo Pork	feet
Width	8.25
Track	8.25
Lock to Lock Time	6.0
Steering Angle	25.4

LEGEND
- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

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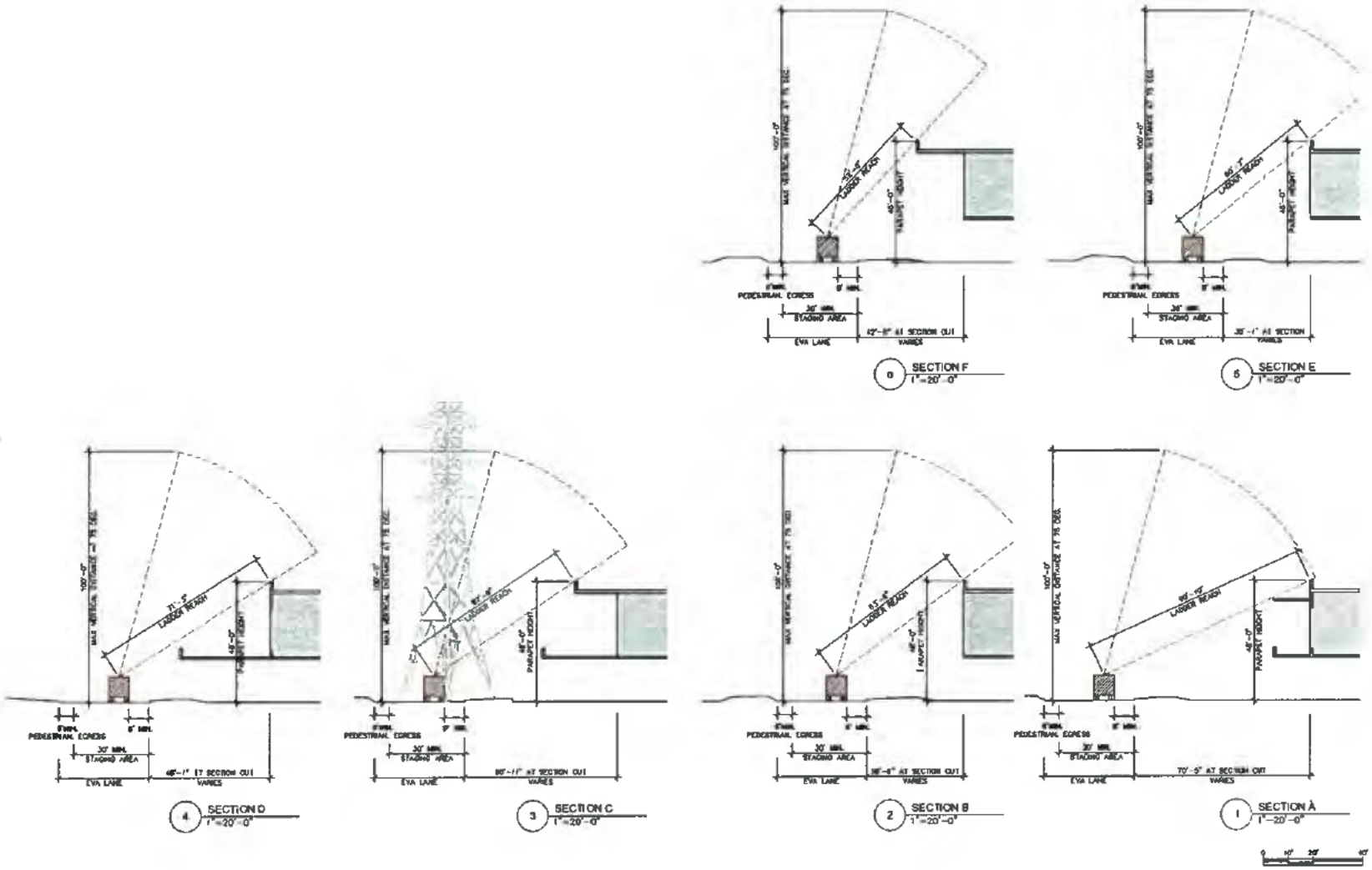
WA.4.1.4 EMERGENCY VEHICLE TURNING PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013



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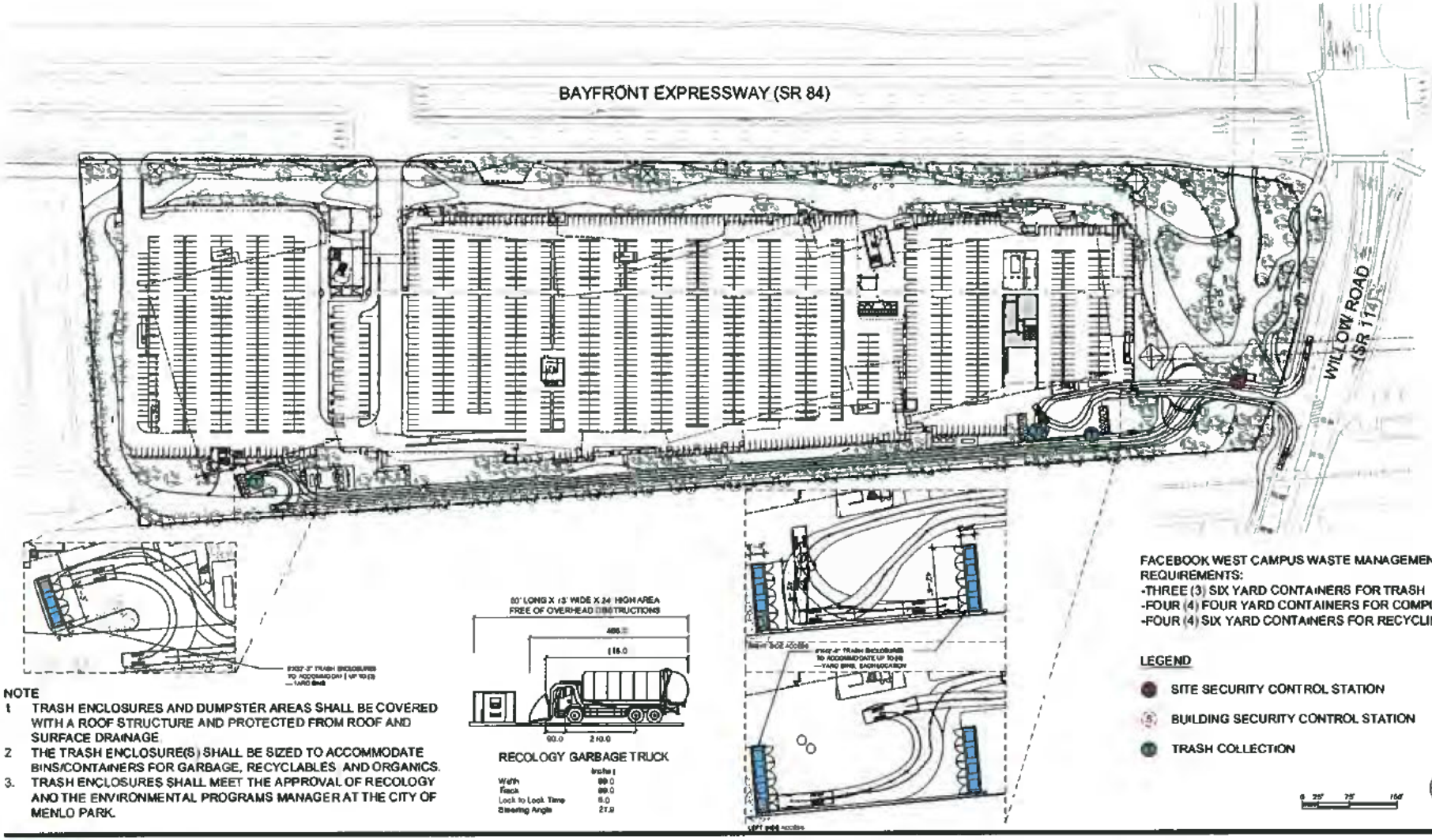
WA.4.1.5; LADDER ACCESS SECTIONS

SCALE: 1"=20'
11X17 SCALE IS 1"=40'
FEBRUARY 1, 2013



NOTE

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

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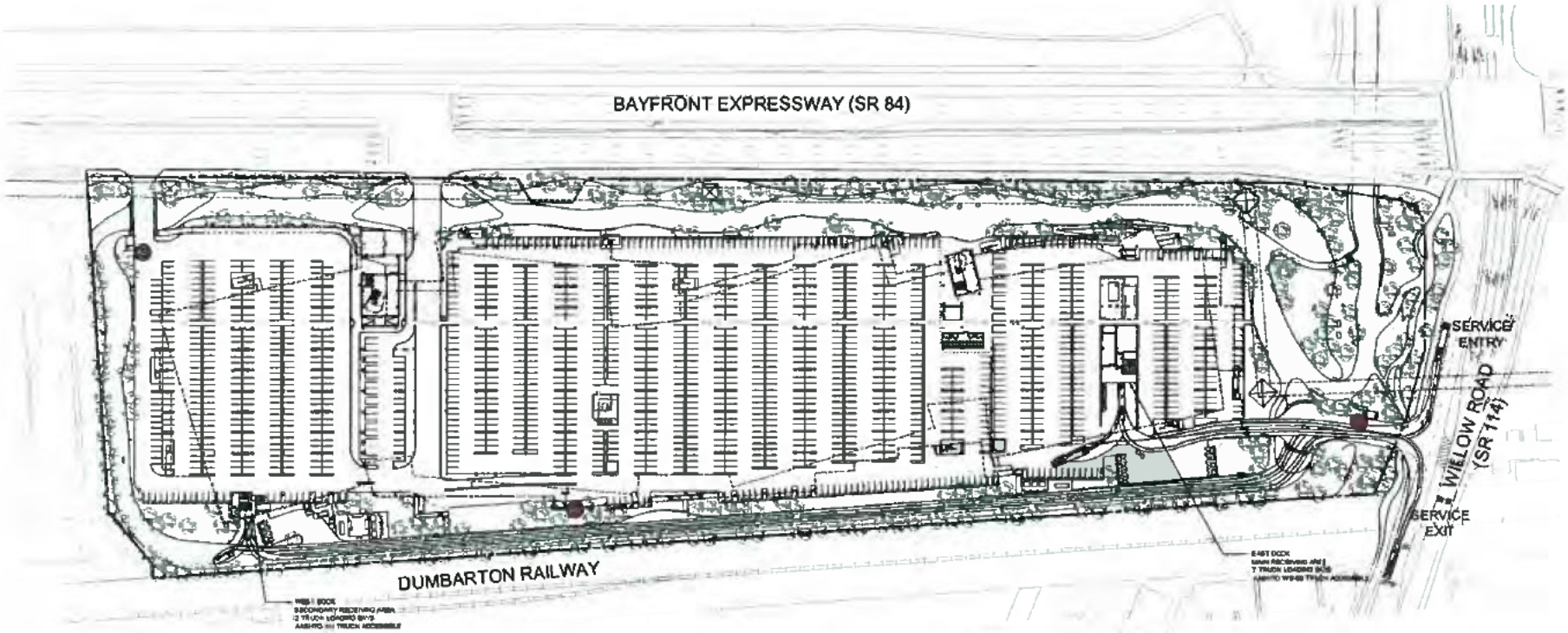
WA.4.2: TRASH AND RECYCLING COLLECTION PLAN

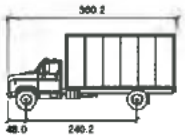
SCALE: 1"=75'
11X17 SCALE IS 1"=150'

FEBRUARY 1, 2013



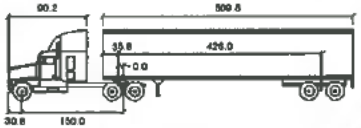
NOTE:

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



AASHTO SU TRUCK

	Inches
Width	96.1
Track	96.1
Lock to Lock Time	6.0
Steering Angle	31.8



AASHTO WB-50 TRUCK

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

DENIED DELIVERY TURN-AROUND
AASHTO WB-50 WHEEL PATH SHOWN

LEGEND

- PROPOSED DELIVERY ACCESS
- SITE SECURITY CONTROL STATION
- BUILDING SECURITY CONTROL STATION

0 25' 75' 150'

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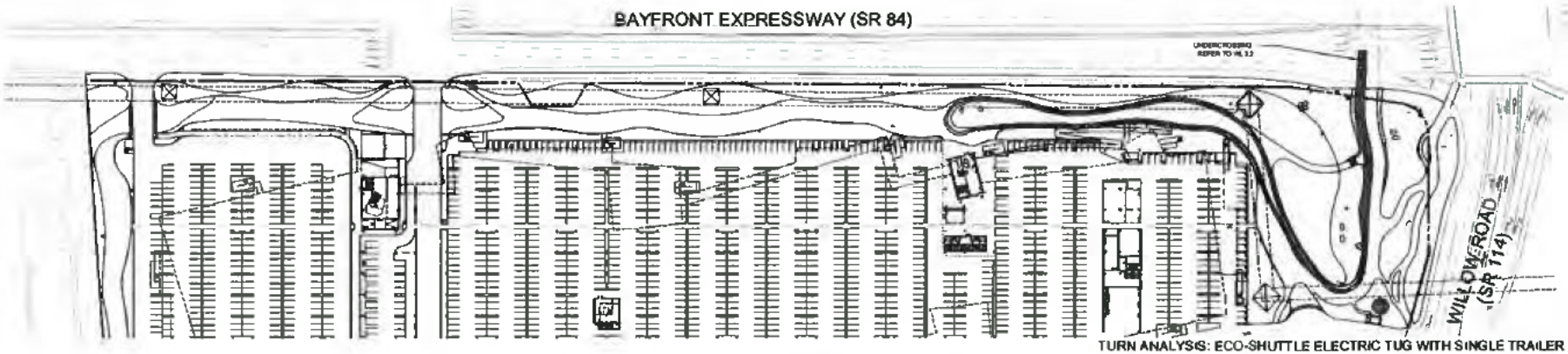
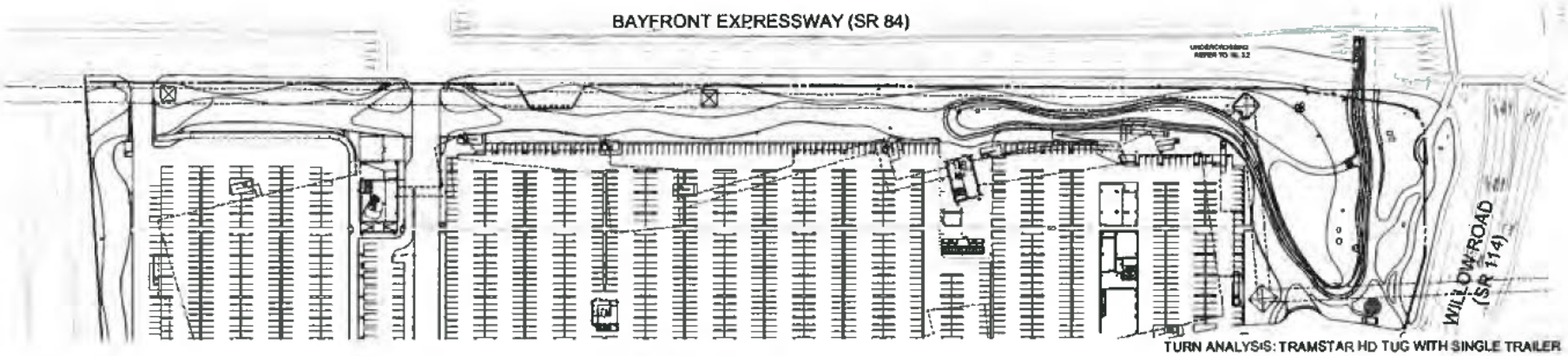
WA.4.2.1: LOADING DOCK DELIVERY PLAN

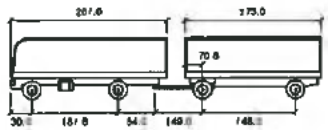
SCALE: 1"=75'
(1X17 SCALE IS 1"=150')
FEBRUARY 1, 2013



TURN ANALYSIS: ECO-SHUTTLE ELECTRIC TUG WITH SINGLE TRAILER

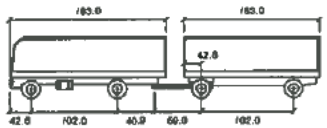


TURN ANALYSIS: TRAMSTAR HD TUG WITH SINGLE TRAILER



TRAMSTAR HD WITH SINGLE TUG

Inches			
First Part Width	84.0	Lock to Lock Time	6.6
Trailer Width	84.0	Steering Angle	33.0
First Part Track	84.0	Articulating Angle	70.0
Trailer Track	84.0		



ECO SHUTTLE WITH SINGLE TUG

Inches			
First Part Width	55.0	Lock to Lock Time	0.0
Trailer Width	55.0	Steering Angle	29.9
First Part Track	55.0	Articulating Angle	70.0
Trailer Track	55.0		

LEGEND

- PROPOSED SHUTTLE ROUTE
- SITE SECURITY CONTROL STATION
- BUILDING SECURITY CONTROL STATION

TURN ANALYSIS DIAGRAMS ARE PROVIDED FOR LARGE AND SMALL CAMPUS SHUTTLE VEHICLE PROFILES. FINAL VEHICLE SELECTION WILL BE MADE AT A LATER STAGE IN THE PROJECT PROCESS.

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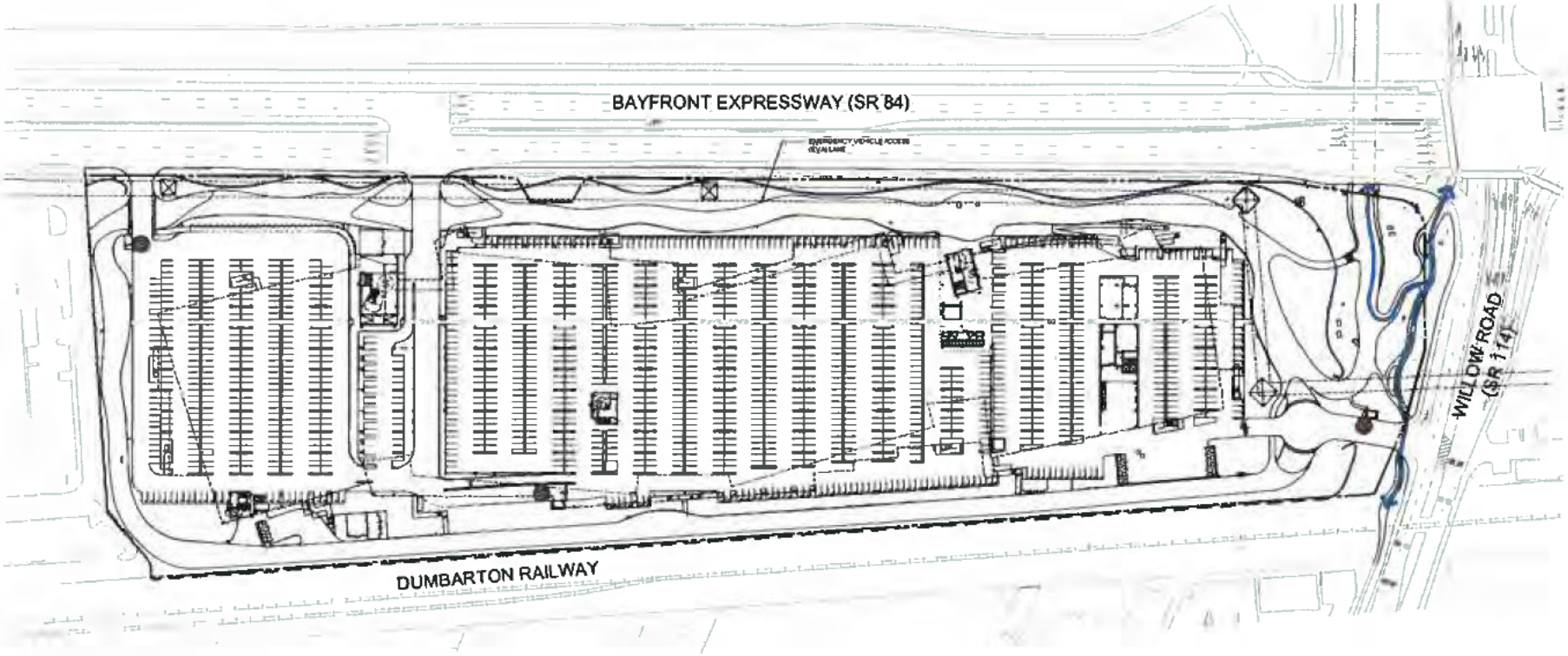
WA.4.2.2: CAMPUS SHUTTLE TURNING PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013



NOTE

1. SITE SECURITY CONTROL STATIONS WILL BE STAND-ALONE STRUCTURES TO CONTROL & MONITOR ACCESS TO THE PARKING AREA.
2. BUILDING SECURITY CONTROL STATIONS WILL BE INTEGRATED WITHIN THE PROPOSED BUILDING TO CONTROL AND MONITOR ACCESS INTO THE BUILDING.
3. SITE AND BUILDING SECURITY CONTROL MEASURES WILL NOT LIMIT OR RESTRICT ACCESS BY EMERGENCY VEHICLES TO THE EVA LANE
4. BUILDING SECURITY IS PROVIDED 24/7
5. THE CITY AGREED (t1/t5) THAT THE PUBLIC ACCESS EASEMENT SHOULD BE ADDRESSED AS A CONDITION OF APPROVAL. THE EASEMENT WILL BE DEFINED AND DOCUMENTED AS PART OF THE COMPLETION OF THE REVISED UNDERCROSSING CONSTRUCTION PERMIT DRAWINGS.

LEGEND

- NEW FENCE SEE SHEET WL 2.8
- EXISTING FENCE TO REMAIN SEE SHEET WL 2.8
- PUBLIC ACCESS
- PARKING ACCESS CONTROL
- SITE SECURITY CONTROL STATION
- BUILDING SECURITY CONTROL STATION

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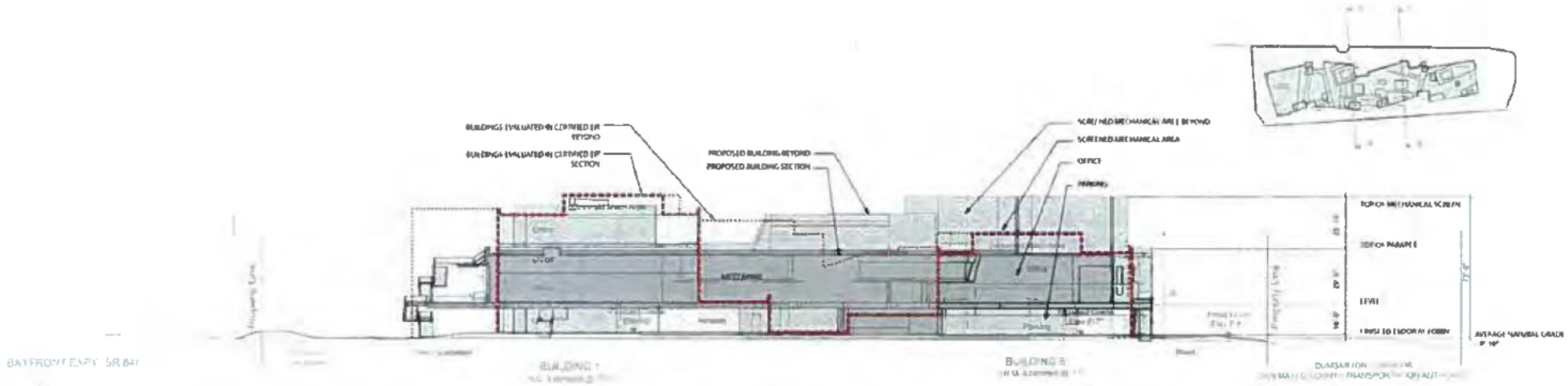
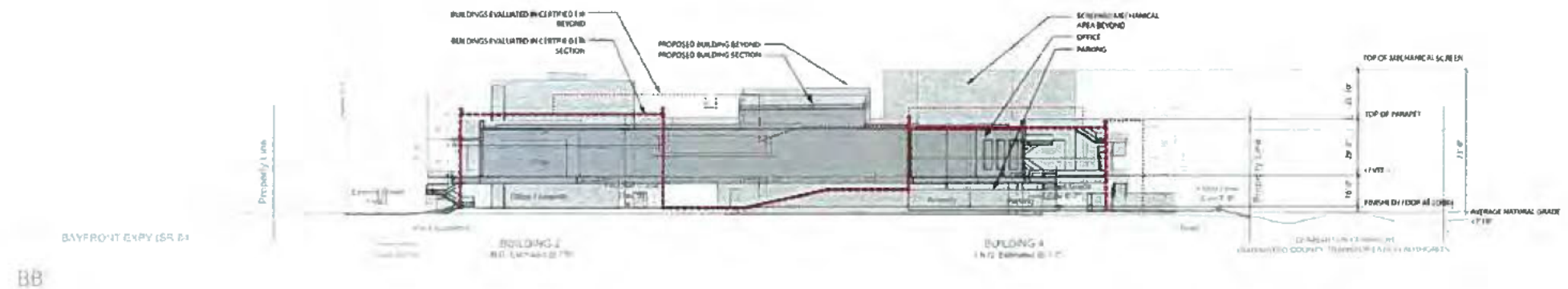
WA.4.3: SECURITY PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013





Note:
1. N.G = Average Natural Grade
2. Office Use Buildings should be set back a minimum of 20' from the base of the transmission towers.
3. Elevations shown are based on Geodetic Vertical Datum of 1929 (NGVD 29).

Full Size Scale is 1" = 25'
11"X 17" Size Scale is 1" = 50'

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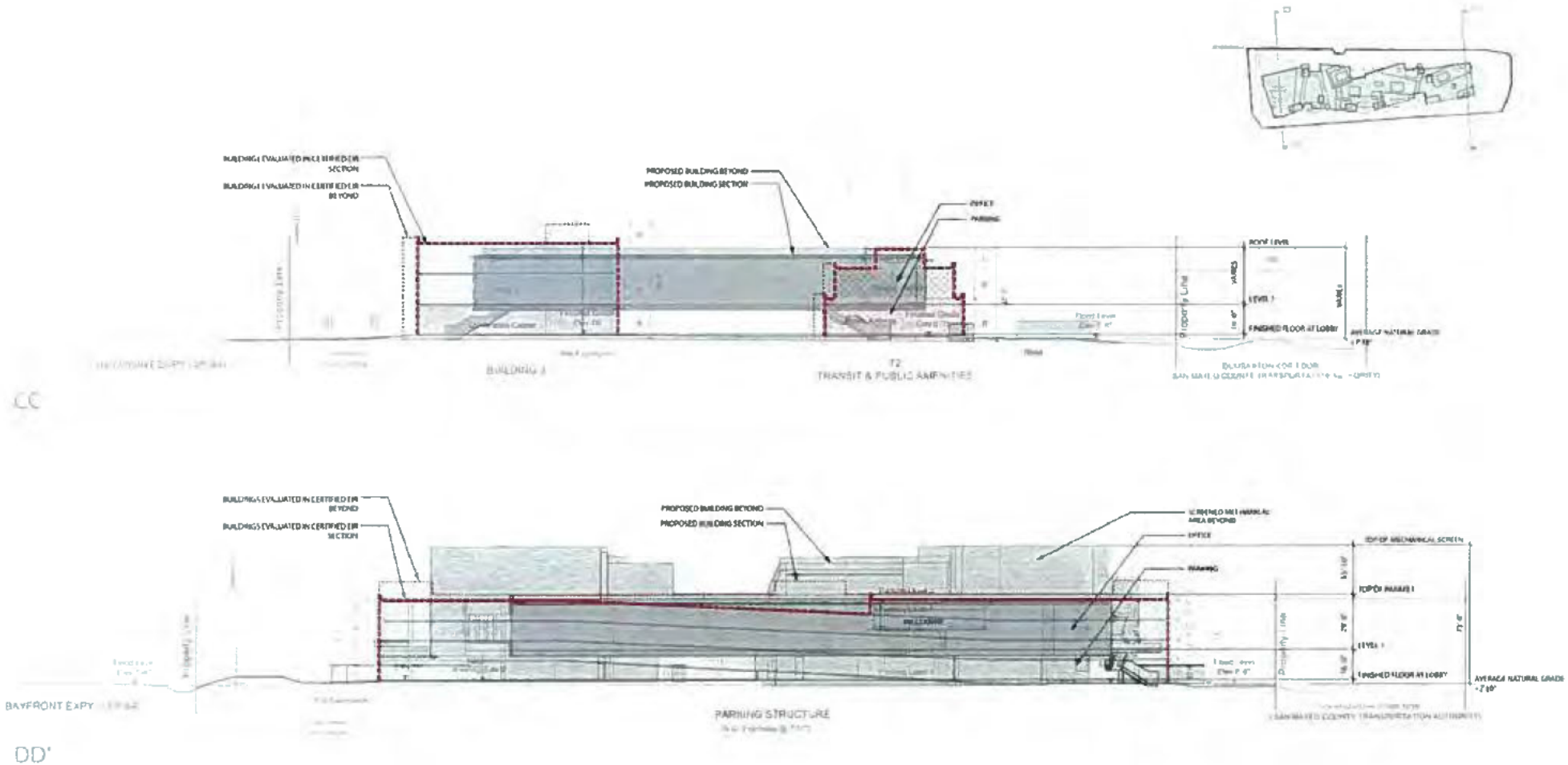
WA.5.1: SITE SECTION OVERLAY SET 1

SCALE: 1"=25'
11X17 SCALE IS 1"=50'
FEBRUARY 1, 2013



Note:
1. N.G = Average Natural Grade
2. Office Use Buildings should be set back a minimum of 20' from the base of the transmission towers.
3. Elevations shown are based on Geodetic Vertical Datum of 1929 (NGVD 29).

Full Size Scale is 1" = 25'
11" X 17" Size Scale is 1" = 50'

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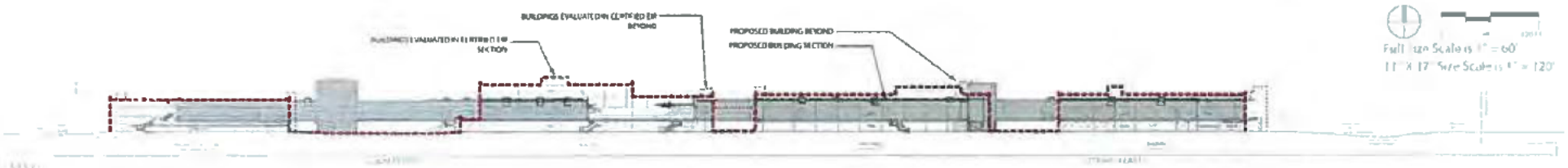
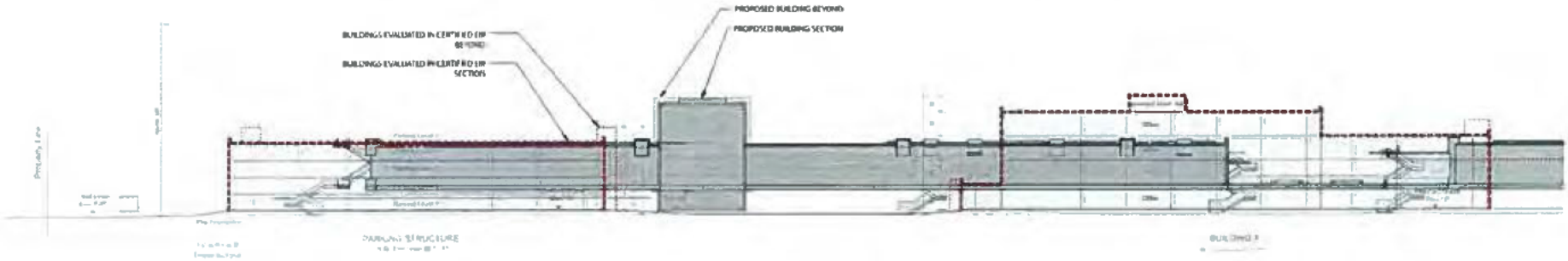
WA.5.2: SITE SECTION OVERLAY SET 2

SCALE: 1"=25'
11X17 SCALE IS 1"=50'
FEBRUARY 1, 2013

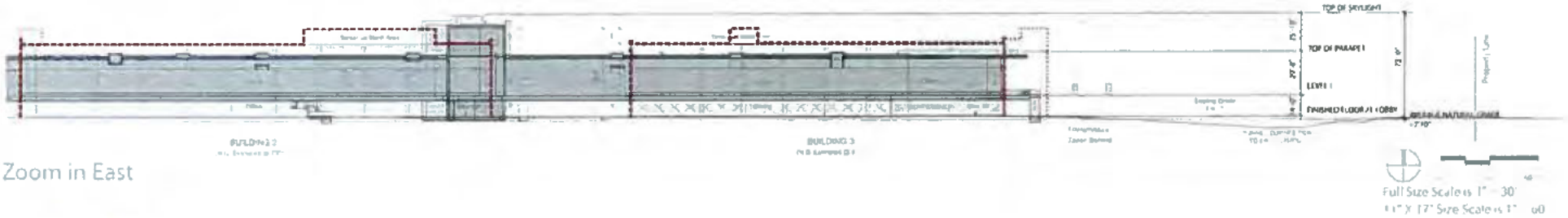
Note:
1. N.G = Average Natural Grade
2. Office Use Buildings should be set back a minimum of 20' from the base of the transmission towers
3. Elevations shown are based on Geodetic Vertical Datum of 1929 (NGVD 29)



YY'



Zoom in West



Zoom in East

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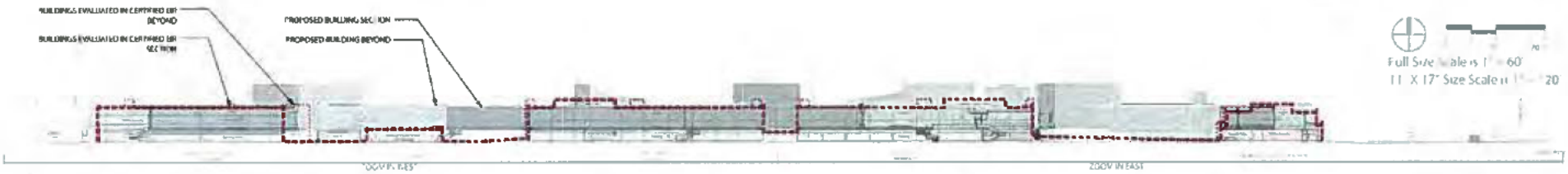
WA.5.3: SITE SECTION OVERLAY SET 3

SCALE: AS NOTED

FEBRUARY 1, 2013

Note:

1. Office Use Buildings should be set back a minimum of 20' from the base of the transmission towers.
2. Elevations shown are based on Geodetic Vertical Datum of 1929 (NGVD 29).



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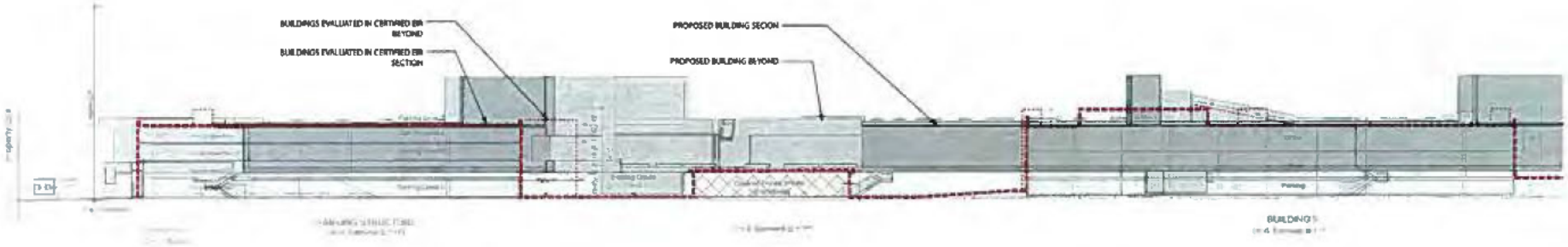
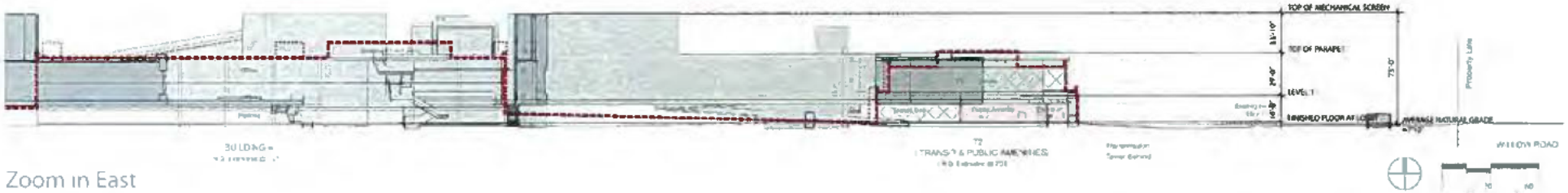


Zoom in West



Zoom in East

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WA.5.4: SITE SECTION OVERLAY SET 4

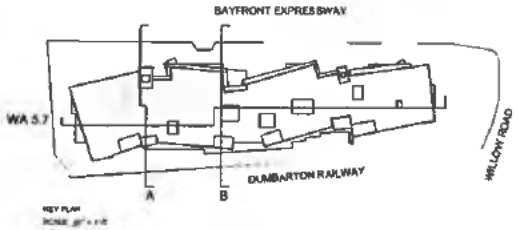
SCALE: AS NOTED

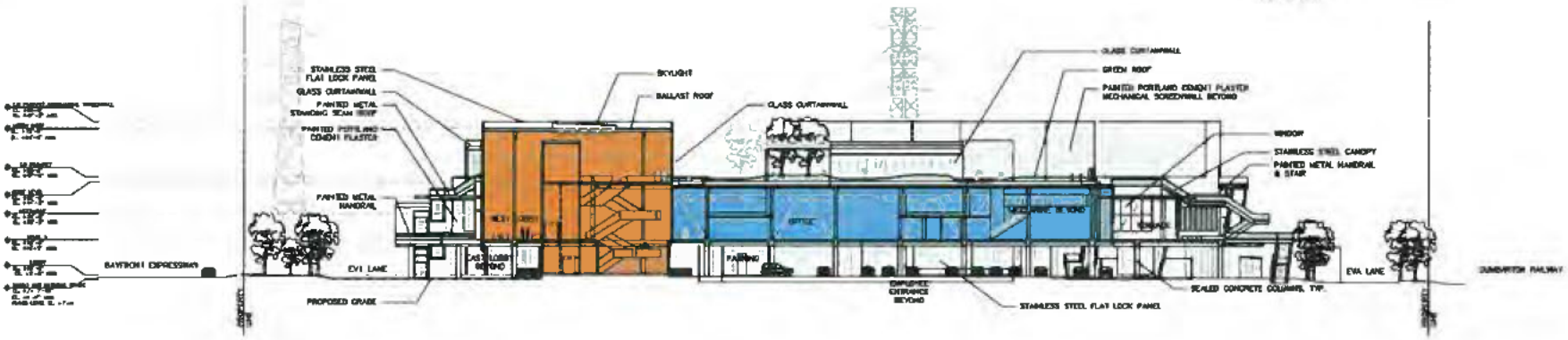
FEBRUARY 1, 2013

LEGEND

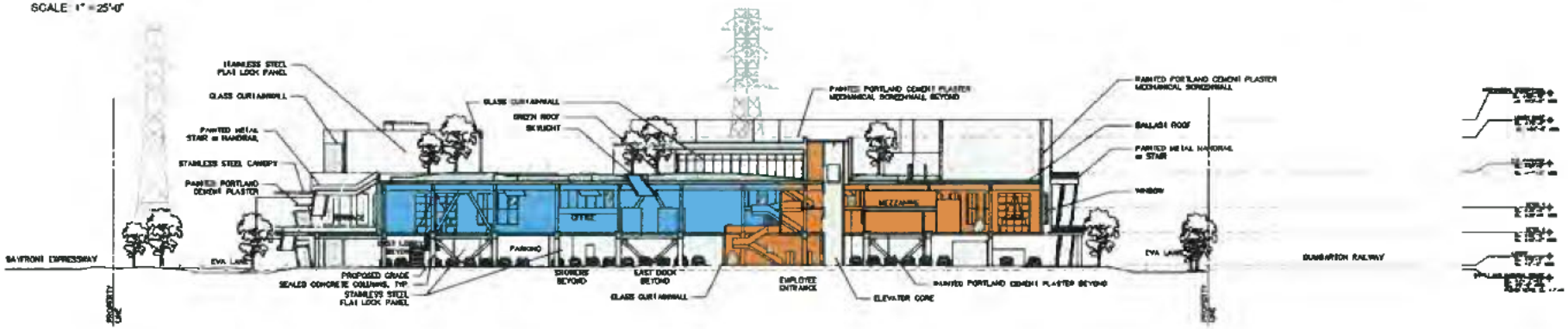
- OFFICE
- NON OFFICE - AMENITIES/MEETING ROOMS
- EXTERIOR ELEVATION SURFACES BEYOND

NOTES:
1. ANG = AVERAGE NATURAL GRADE
2. AVERAGE NATURAL GRADE ESTIMATED AT +7'-10"
3. ELEVATIONS SHOWN ARE BASED ON GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).





CROSS SECTION A
SCALE: 1" = 25'-0"



CROSS SECTION B
SCALE: 1" = 25'-0"

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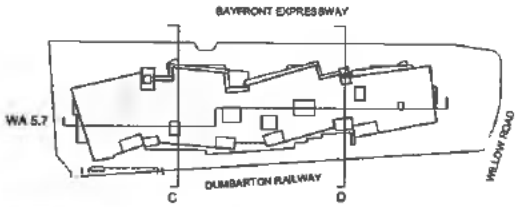
WA.5.5: SITE SECTION

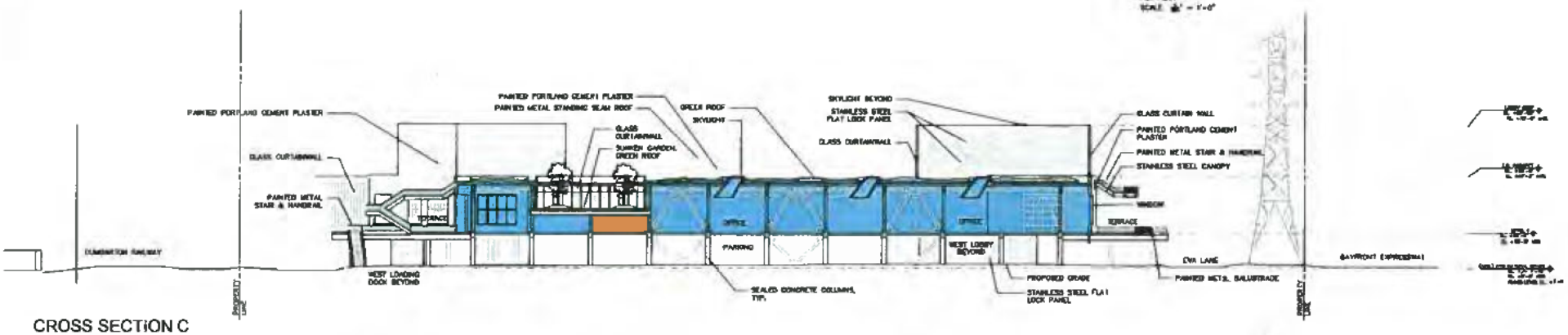
SCALE: 1"=25'
11X17 SCALE IS 1"=50'
FEBRUARY 1, 2013

LEGEND

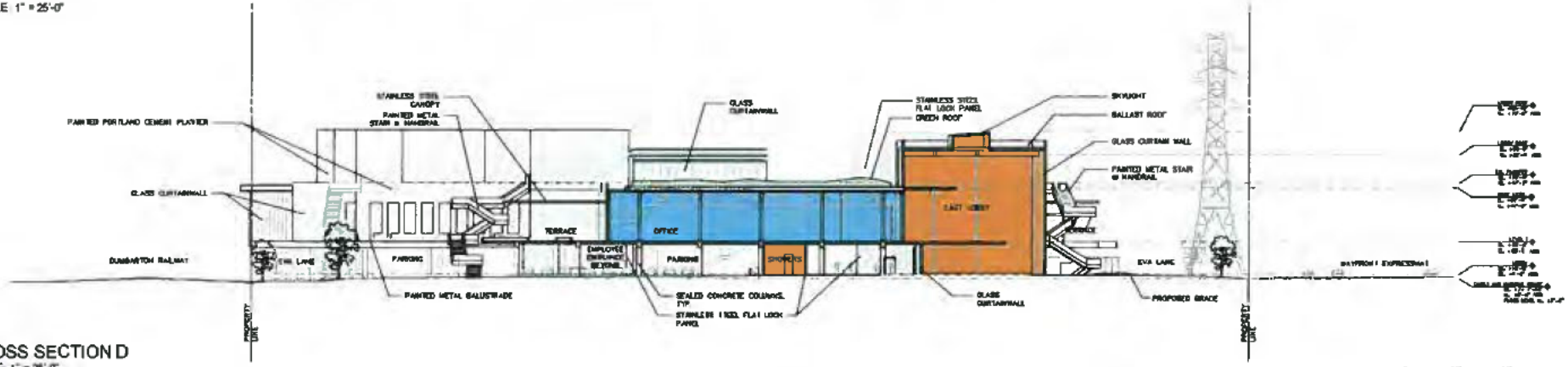
- OFFICE
- NON OFFICE - AMENITIES/MEETING ROOMS
- EXTERIOR ELEVATION SURFACES BEYOND

NOTES:
1. ANG = AVERAGE NATURAL GRADE
2. AVERAGE NATURAL GRADE ESTIMATED AT +7'-10"
3. ELEVATIONS SHOWN ARE BASED ON GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).





CROSS SECTION C
SCALE: 1" = 25'-0"



CROSS SECTION D
SCALE: 1" = 25'-0"

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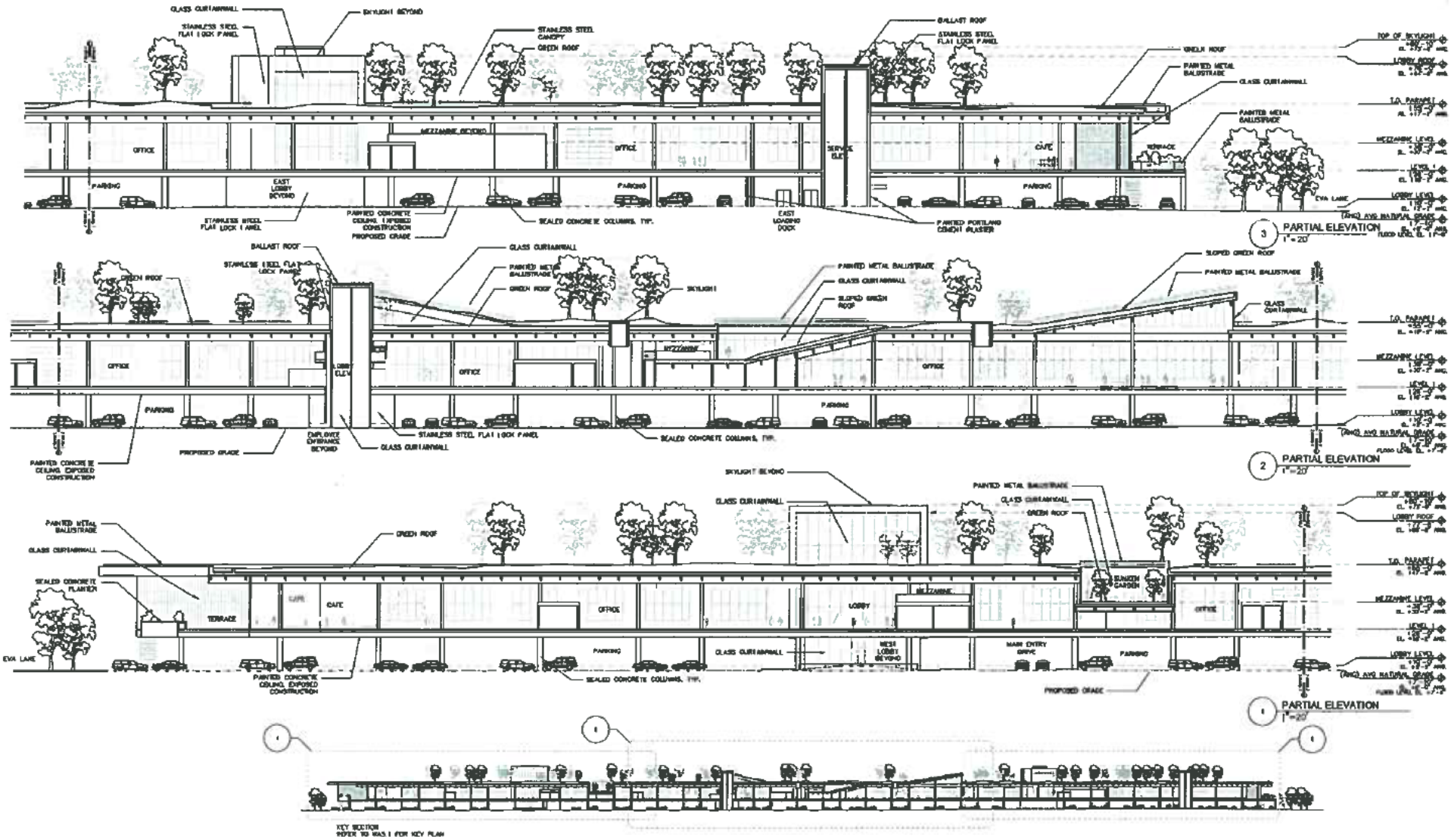
WA.5.6: SITE SECTION

SCALE: 1"=25'
11X17 SCALE IS 1"=50'
FEBRUARY 1, 2013



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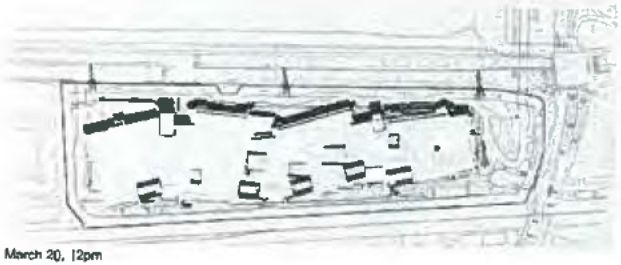
WA.5.7: SITE SECTION

SCALE: 1" = 20'-0"
11X17 SCALE IS 1"=40'

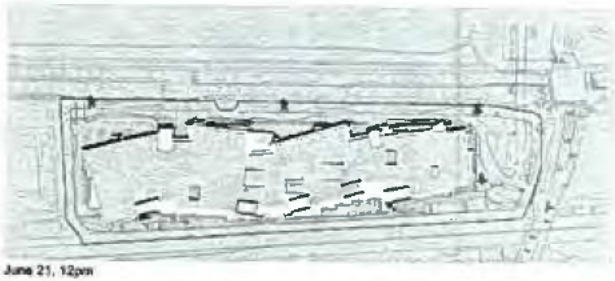
FEBRUARY 1, 2013

March 20, 9am

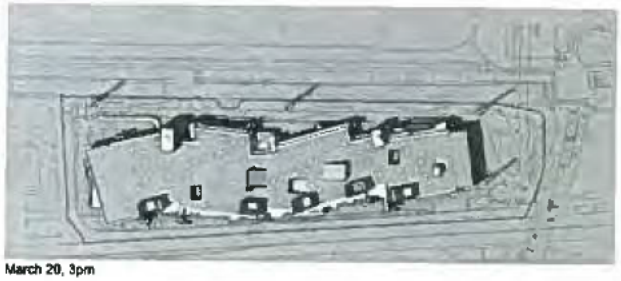
June 21, 9am



March 20, 12pm



June 21, 12pm



March 20, 3pm

June 21, 3pm

Spring Equinox (March 20) Shadows

Summer Solstice (June 21) Shadows

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WA.6.0: SHADOW STUDY

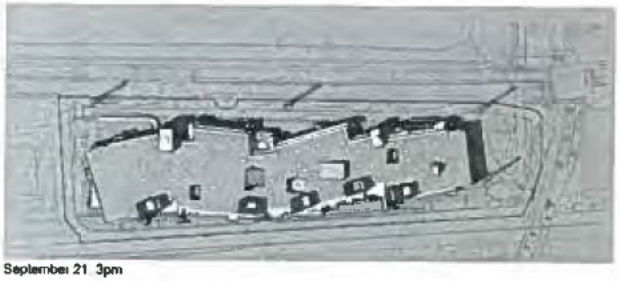
FEBRUARY 1, 2013

September 21, 9am

December 22, 9am

September 21, 12pm

December 22, 12pm



September 21, 3pm

December 22, 3pm

Fall Equinox (September 21) Shadows

Winter Solstice (December 22) Shadows

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WA.6.1: SHADOW STUDY

FEBRUARY 1, 2013

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WA.7.0: PHOTO SIMULATION KEY PLAN

SCALE: NTS
11X17 SCALE IS NTS
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PUBLIC SHORELINE TRAIL FACING SOUTH (VIEWPOINT 1)

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WA.7.1: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
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PUBLIC SHORELINE TRAIL FACING SOUTH (VIEWPOINT 1)
WITH TEMPORARY EVENT TENT

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WA.7.1B: PHOTO SIMULATION

SCALE: NTS
11X17 SCALE IS NTS
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PUBLIC SHORELINE TRAIL FACING SOUTH (VIEWPOINT 1)

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WA.7.1.1: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
FEBRUARY 1, 2013

BAYFRONT EXPRESSWAY/BAY TRAIL FACING SOUTHEAST (VIEWPOINT 2)

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WA.7.2: PHOTO SIMULATION

SCALE: NTS
11X17 SCALE IS NTS
FEBRUARY 1, 2013

BAYFRONT EXPRESSWAY/BAY TRAIL FACING SOUTHEAST (VIEWPOINT 2)

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WA.7.2.1: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
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BAYFRONT PARK FACING SOUTHEAST (VIEWPOINT 3)

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WA.7.3: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
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BAYFRONT PARK FACING SOUTHEAST (VIEWPOINT 3)

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WA.7.3.1: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
FEBRUARY 1, 2013

BAYFRONT EXPRESSWAY/WILLOW ROAD (VIEWPOINT 4)

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WA.7.4: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
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BAYFRONT EXPRESSWAY/WILLOW ROAD (VIEWPOINT 4)

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WA.7.4.1: PHOTO SIMULATION

SCALE: NTS
11X17 SCALE IS NTS
FEBRUARY 1, 2013

HOLLYBURNE AVENUE FACING NORTH (VIEWPOINT 5)

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WA.7.5: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
FEBRUARY 1, 2013

HOLLYBURNE AVENUE FACING NORTH (VIEWPOINT 5)
WITH TEMPORARY EVENT TENT

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WA.7.5B: PHOTO SIMULATION

SCALE: NTS
11X17 SCALE IS NTS
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HOLLYBURNE AVENUE FACING NORTH (VIEWPOINT 5)

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WA.7.5.1: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
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MADERA AVENUE FACING NORTH (VIEWPOINT 6)

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WA.7.6: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
FEBRUARY 1, 2013

MADERA AVENUE FACING NORTH (VIEWPOINT 6)

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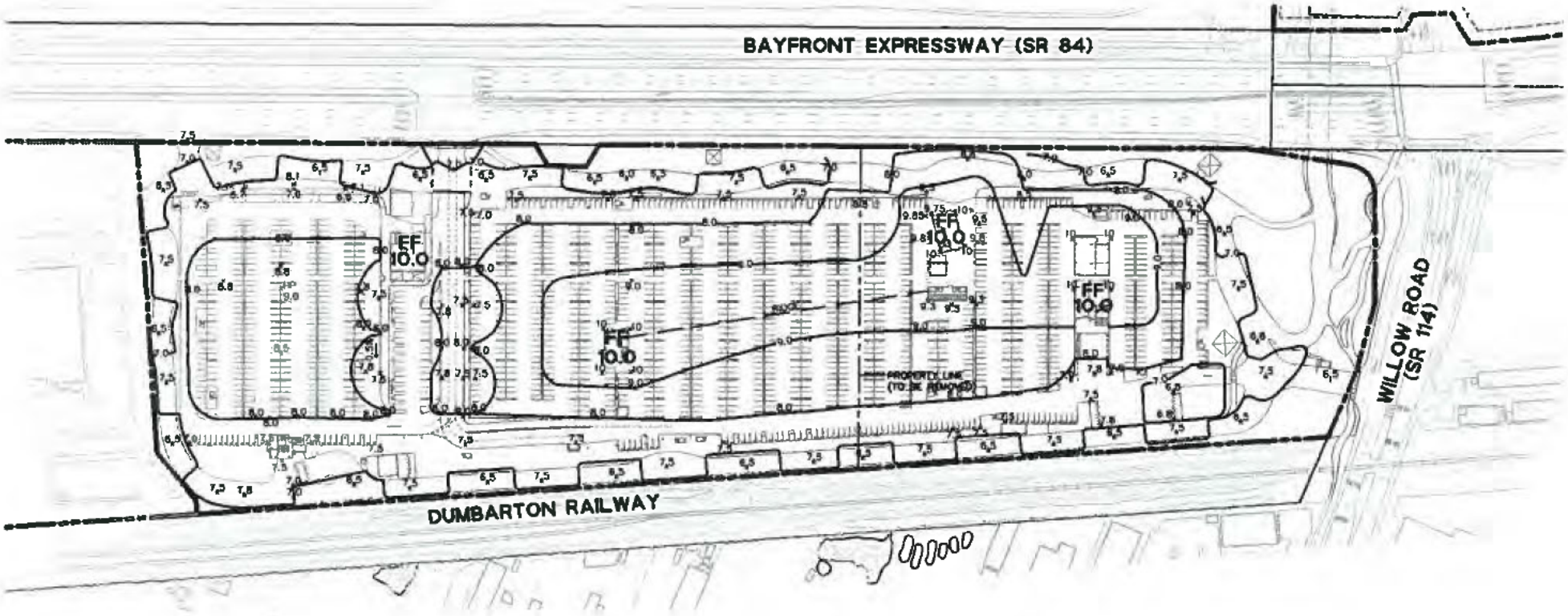
WA.7.6.1: PHOTO SIMULATION
SCALE: NTS
11X17 SCALE IS NTS
FEBRUARY 1, 2013



FLOOD ZONE

FEMA ZONE: AE7 (PER FLOOD INSURANCE RATE MAP DATED 4/21/99, COMMUNITY PANEL NUMBER 060321 0005 D)
BASE FLOOD ELEVATION IS 7.5 FEET*
*PER FLOOD INSURANCE STUDY BY FEMA, APRIL 21, 1999 (NGVD29)

NOTES

1. ELEVATIONS SHOWN ON PROPOSED GRADING EXHIBIT ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. IMPORT SOIL FOR SITE GRADING IS APPROXIMATELY 35,000 CY.
3. IMPORT SOIL FOR GREEN ROOF IS APPROXIMATELY 18,100 CY.

LEGEND

- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

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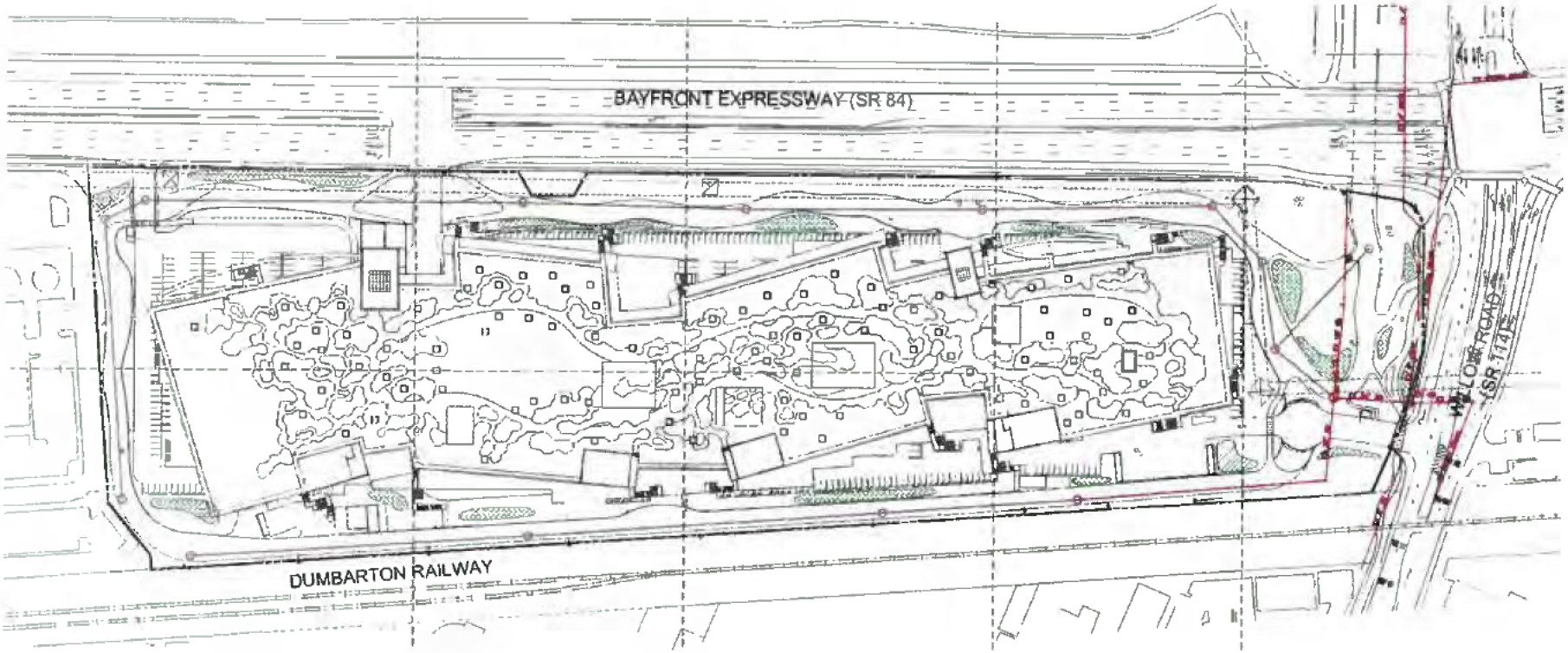
WI.1: PROPOSED GRADING PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013



Treatment Area

Proposed Stormdrain

Existing Stormdrain

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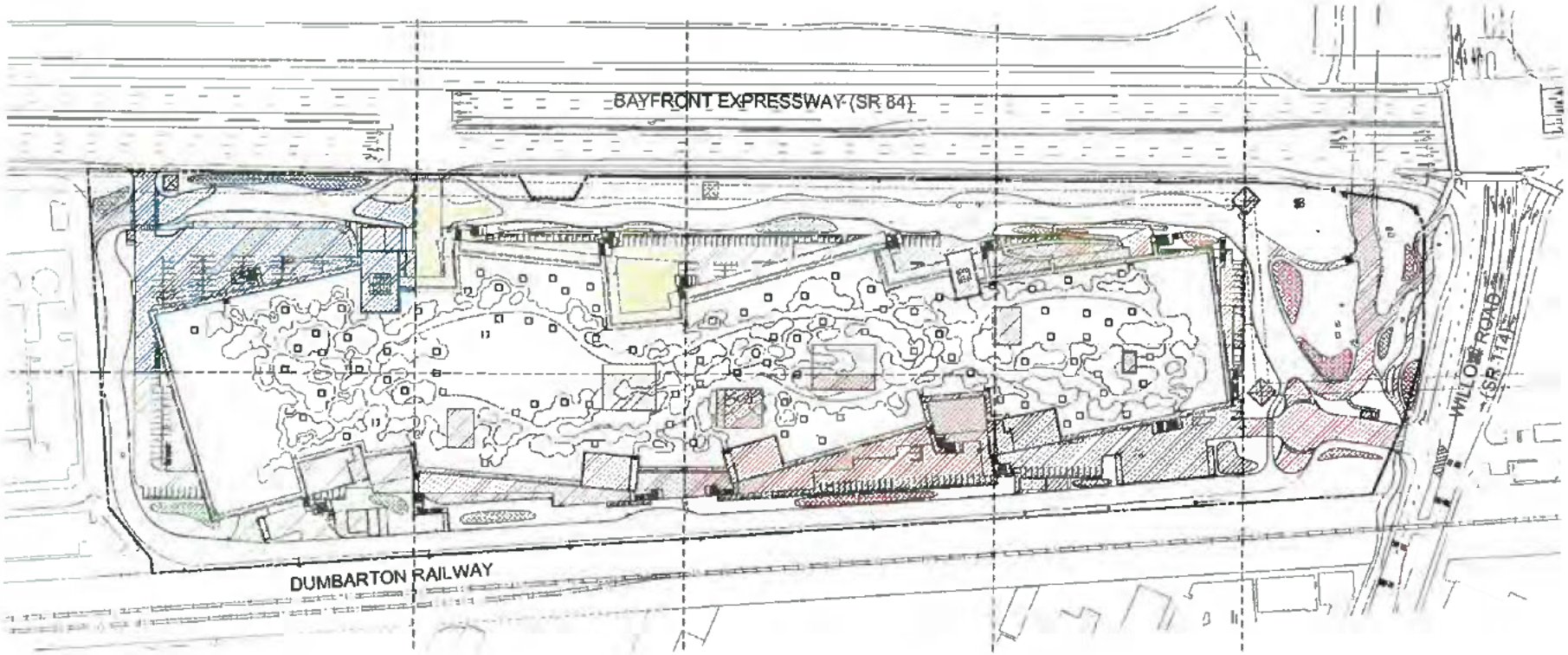
WI.2: PROPOSED STORM DRAINAGE SYSTEM

SCALE: 1"=75'
11X17 SCALE IS 1"=150
FEBRUARY 1, 2012



Catchment Area Identifier

A-1 A-2 B-1 B-2 C-1 C-2 D-1 D-2 E-1

Treatment Area Identifier

A-1 A-2 B-1 B-2 C-1 C-2 D-1 D-2 E-1

Pervious Pavement

NOTE: Refer to Tables 3 & 4 in Hydrology Report for tabulation of treatment areas.

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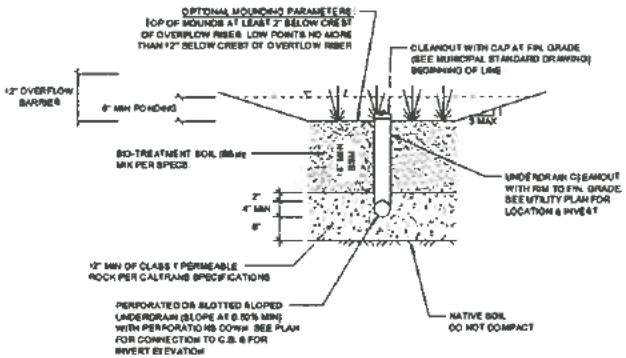
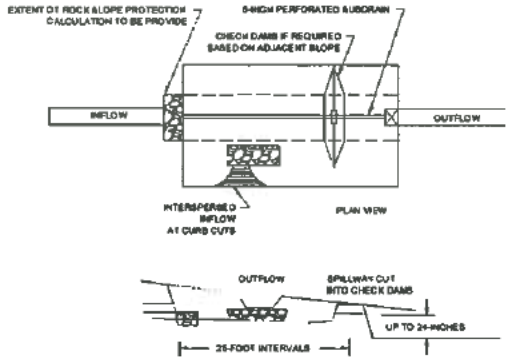
WI.3: PROPOSED STORMWATER QUALITY PLAN

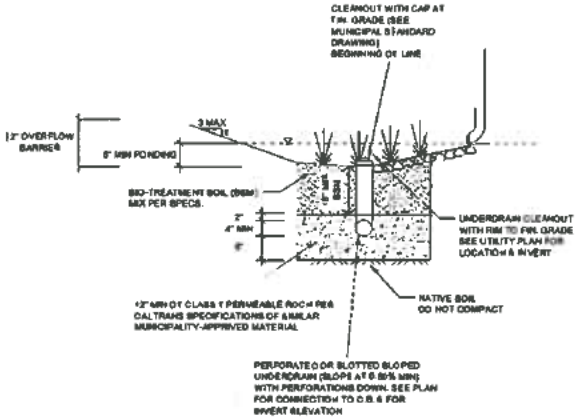
SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2012



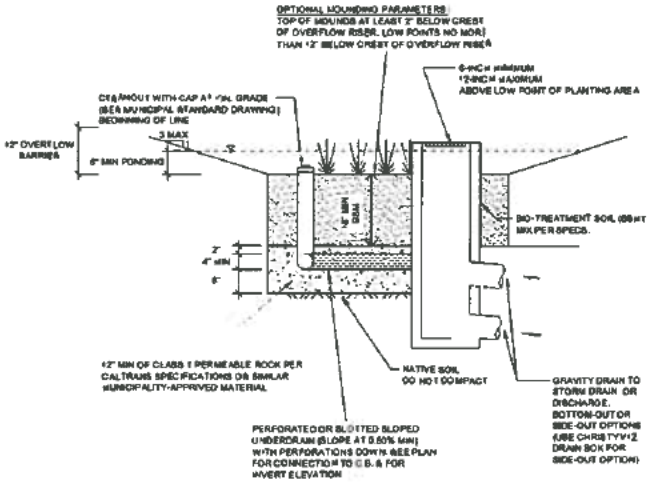
CROSS-SECTION, BIORETENTION



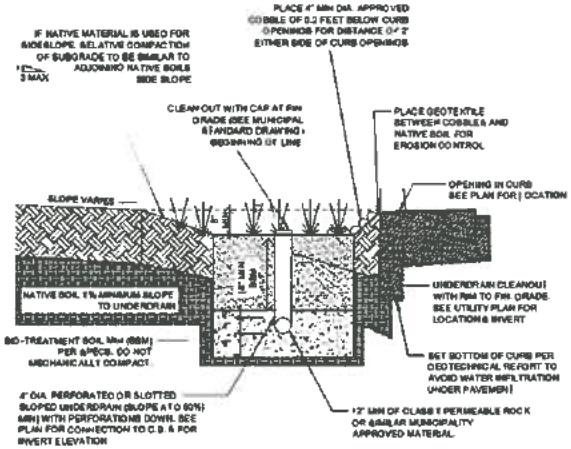
CHECK DAM (PLAN VIEW AND PROFILE) FOR INSTALLING A SERIES OF LINEAR BIORETENTION CELLS IN SLOPED AREA



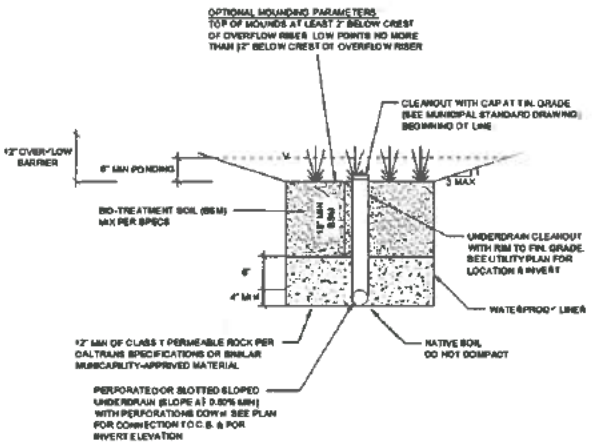
BIORETENTION AREA IN LANDSCAPING TO TREAT RUNOFF FROM RAINWATER LEADERS



CROSS-SECTION, BIORETENTION (SIDE VIEW)



CROSS-SECTION OF BIORETENTION AREA SHOWING INLET FROM PAVEMENT



CROSS-SECTION OF LINED BIORETNETION AREA, FOR LOCATIONS WHERE INFILTRATION IS PRECULDED

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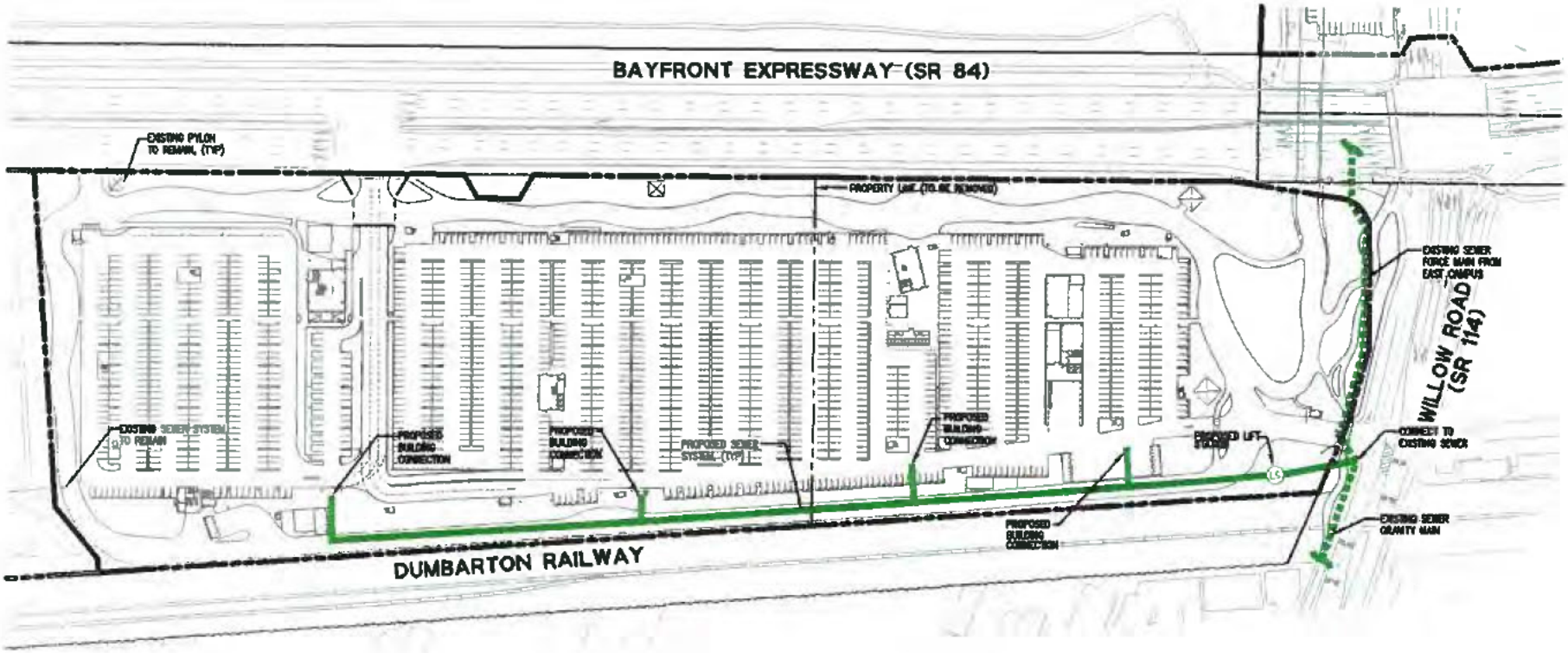
WI.3.1: TREATMENT AREA SECTION

SCALE: 1"=75'
(11X17 SCALE IS 1"=50')

FEBRUARY 1, 2012



LEGEND & ABBREVIATIONS

- PROPOSED SANITARY SEWER
- EXISTING SEWER FORCE MAIN
- (TYP) TYPICAL
- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

NOTES

1. UTILITY LAYOUT IS CONCEPTUAL AND INFORMATIVE. UTILITY LAYOUT IS SUBJECT TO CHANGE. FINAL UTILITY ENGINEERING DESIGN WILL BE PERFORMED AT THE TIME OF PROJECT PLAN CONSTRUCTION.
2. SEWER PROVIDER IS WEST BAY SANITARY DISTRICT

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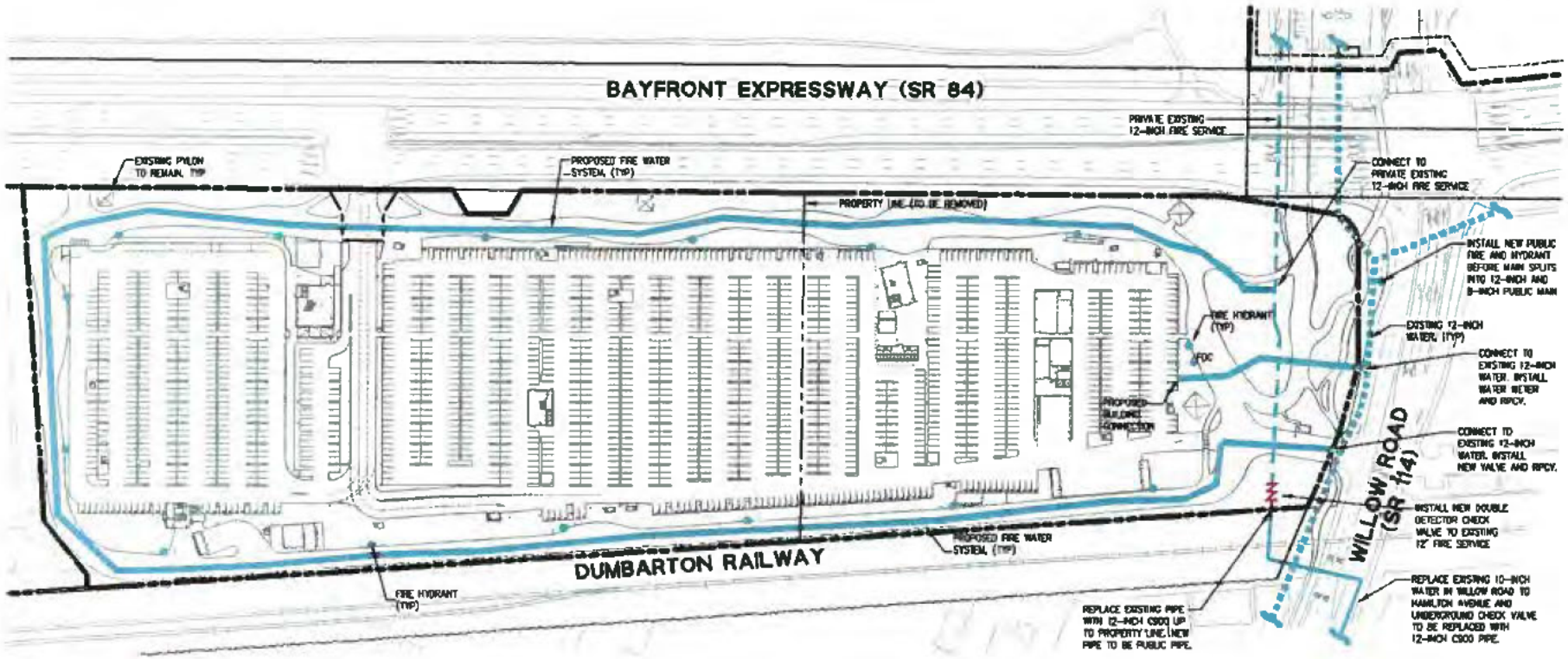
WI.4: PROPOSED SANITARY SEWER SYSTEM

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013



LEGEND & ABBREVIATIONS

- NEW FIRE HYDRANT
- NEW FDC
- FDC (TYP) — FIRE DEPARTMENT CONNECTION TYPICAL
- EXISTING WATER LINE
- PRIVATE EXISTING 12-INCH FIRE SERVICE
- PROPOSED FIRE WATER LINE
- PROPOSED DOMESTIC WATER LINE
- POTENTIAL SUPPLEMENTAL FIRE WATER LINE
- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

NOTES:

1. IRRIGATION SYSTEM TO BE SEPARATELY METERED.
2. UTILITY LAYOUT IS CONCEPTUAL AND INFORMATIVE. UTILITY LAYOUT IS SUBJECT TO CHANGE. FINAL UTILITY ENGINEERING DESIGN WILL BE PERFORMED AT THE TIME OF PROJECT PLAN CONSTRUCTION.
3. FIRE HYDRANTS ARE SPACED 300 FEET MAXIMUM
4. REDUCED PRESSURE CHECK VALVE (RPCV)

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WI.5: PROPOSED WATER SYSTEM

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
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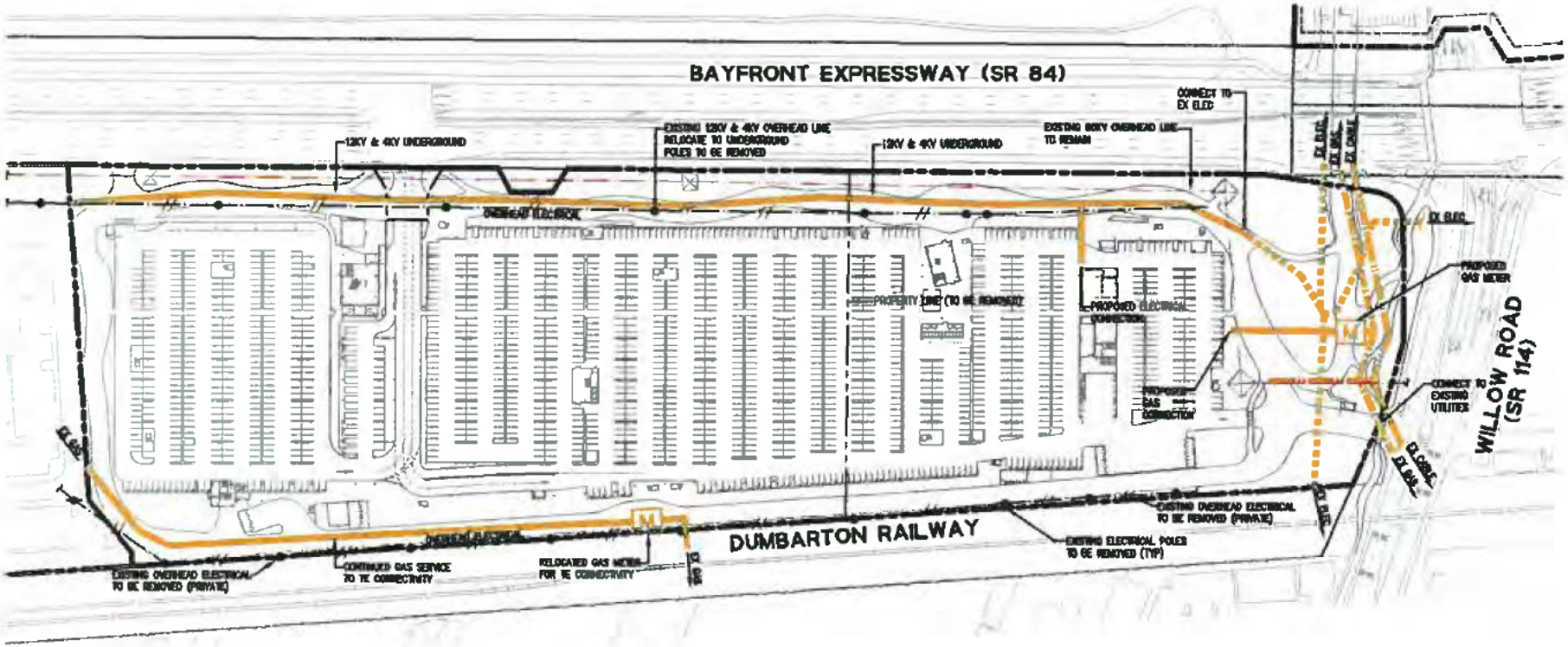

LEGEND & ABBREVIATIONS

- EXISTING GAS LINE
- EXISTING CABLE
- EXISTING ELECTRICAL
- PROPOSED JOINT TRENCH (GAS, CABLE, ELECTRICAL)
- EXISTING 60KV ELECTRICAL OVERHEAD LINE
- EXISTING ELECTRICAL OVERHEAD LINE TO BE REMOVED
- PROPERTY LINE
- EASEMENT
- BAYFRONT EXPRESSWAY (SR 84) RIGHT-OF-WAY
- NON-ACCESS AREA (CALTRANS)

NOTES

1. UTILITY LAYOUT IS CONCEPTUAL AND INFORMATIVE. UTILITY LAYOUT IS SUBJECT TO CHANGE. FINAL UTILITY ENGINEERING DESIGN WILL BE PERFORMED AT THE TIME OF PROJECT PLAN CONSTRUCTION.
2. 12KV & 4KV ON NORTH SIDE OF PROPERTY WILL BE RELOCATED UNDERGROUND.

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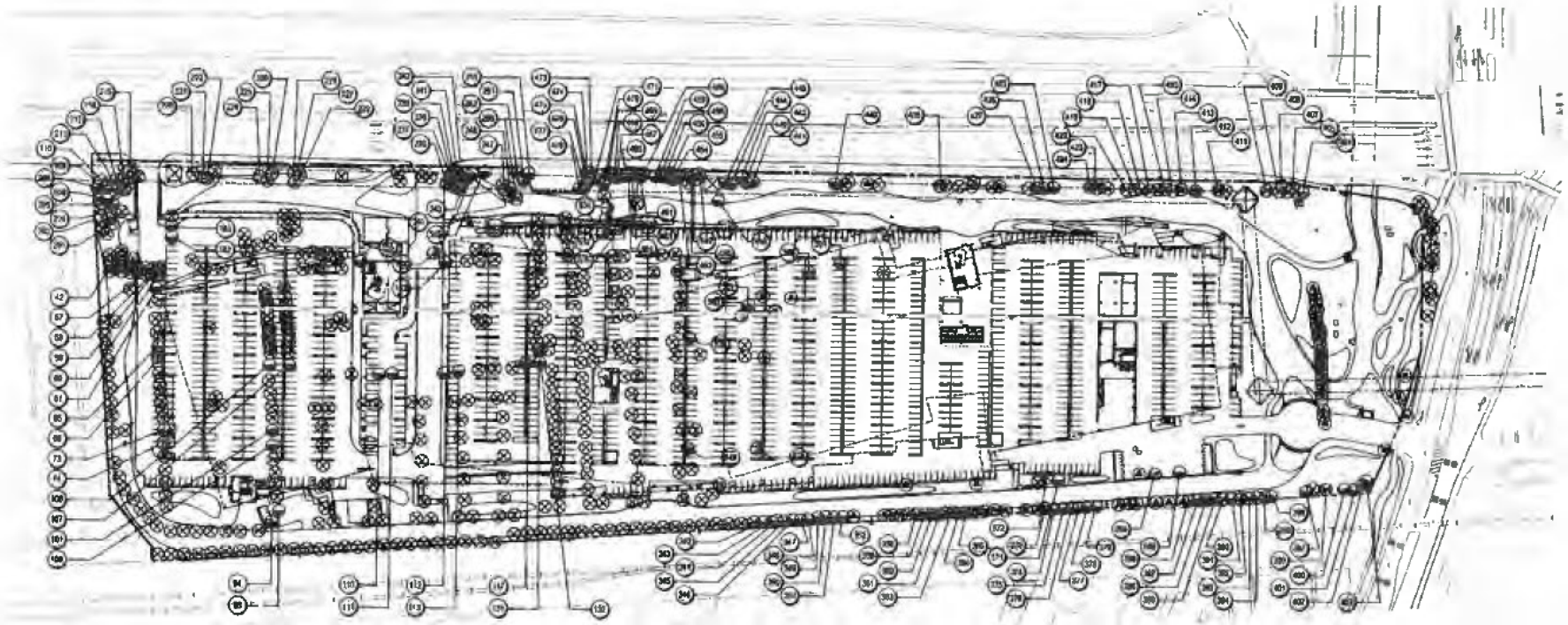
WI.6: PROPOSED JOINT TRENCH

SCALE: 1"=75'
11X17 SCALE: 1"=150'

FEBRUARY 1, 2013



WEST CAMPUS PROJECT: HERITAGE TREE REMOVAL AND REPLACEMENT

REMOVAL TOTALS	SYM.	DESCRIPTION	REPLACEMENT VALUE	REPLACEMENT TOTALS
11	⊗	Heritage tree with GOOD health	2:1	22
121		Heritage tree with FAIR-POOR health	1:1	111
13		Heritage tree with POOR-DEAD health	1:1	13
175 TOTAL				216 TOTAL

WEST CAMPUS PROJECT: NON-HERITAGE Trees for Removal

REMOVAL TOTALS	SYM.	DESCRIPTION	REPLACEMENT VALUE	REPLACEMENT TOTALS
388 TOTAL	⊗	Non-heritage tree	NA	NA

NOTE: Non-Heritage trees are tagged on site but are not numbered on this plan

TOTAL SITE: TREE REMOVAL AND REPLACEMENT SUMMARY (For Reference)

SYM.	DESCRIPTION	REMOVAL TOTALS	REPLACEMENT TOTALS
	UNDERCROSSING TREE REMOVAL AND REPLACEMENT *Trees Previously Removed with Permit		
	Heritage Trees	1	11
⊗	Non-Heritage Trees	12	NA
	SITE REMEDIATION TREE REMOVAL AND REPLACEMENT *Trees Previously Removed with Permit		
	Heritage Trees	91	[illegible]
⊗	Non-Heritage Trees	20	NA
	WEST CAMPUS TREE REMOVAL AND REPLACEMENT		
	Heritage Trees	[illegible]	216
	Non-Heritage Trees	388	NA
	Total Tree Removal & Replacement	634 TOTAL	215 TOTAL

NUMBER OF NEW TREES (SEE SHEETS WL.2.1, 2.2, 2.3)

PROJECT AREA	NUMBER OF TREES
GROUND LEVEL TREES	332
TERRACE LEVEL (POTENTIAL)	25
ROOF LEVEL (POTENTIAL)	205
TOTAL	562

NOTES

The total number of new Ground Level trees is inclusive of the Undercrossing and Site Remediation tree replacement requirement.

2.48 trees, including trees required for Heritage Tree Replacement, shall be 24" box minimum.

0 25' 75' 150'

NORTH

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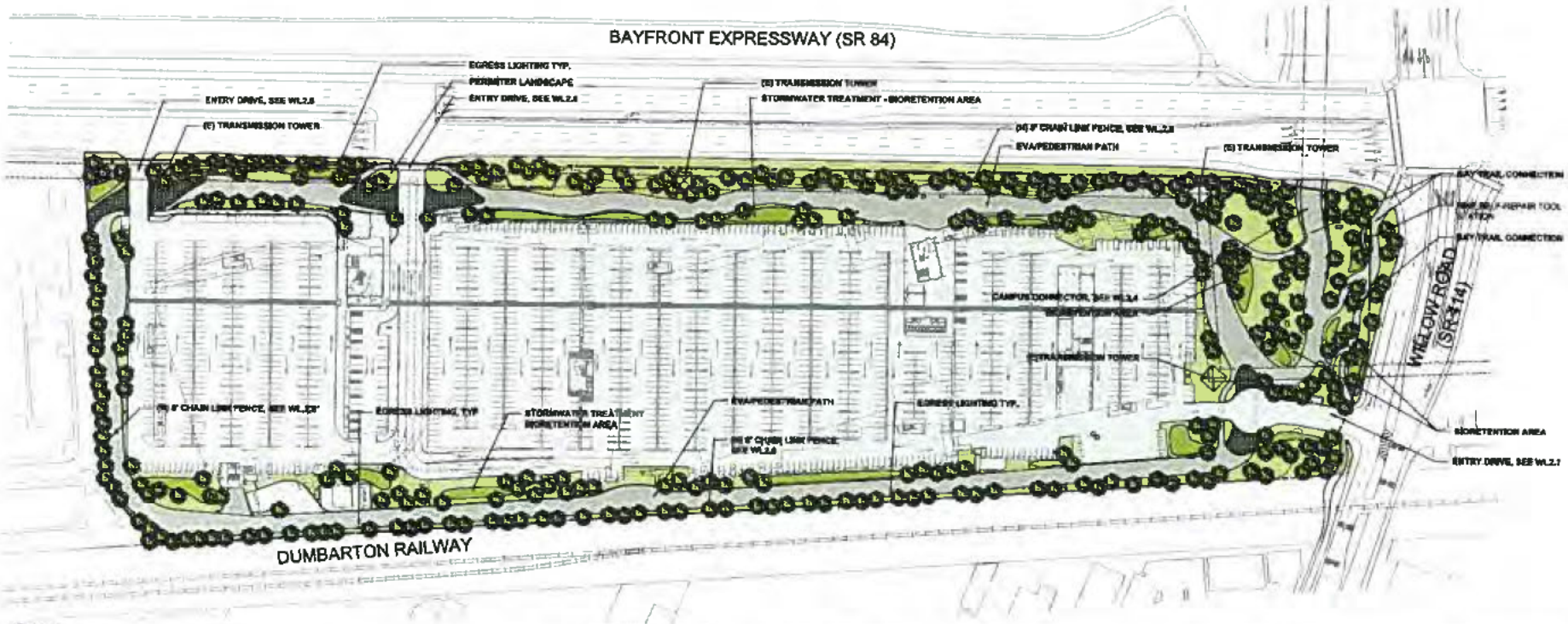
WL.1: TREE DISPOSITION PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2012



LEGEND

- PERIMETER LANDSCAPE: A mix of water efficient native and adapted groundcovers, perennials and shrubs planted upon undulating topography and bioretention areas. The mix will be predominantly evergreen and naturalistic in character.
- STORMWATER TREATMENT-BIORETENTION AREA: A mix of native riparian and adapted species selected for habitation and soil moisture levels including extended inundation and low irrigation use during the dry season.
- PROPOSED TREE: TOTAL QTY. 332
  TOTAL TREE REPLACEMENT REQUIREMENT = 316 TREES. REFER TO WL-1 FOR TREE DISPOSITION PLAN.
  MINIMUM SIZE: 24" BOX
- FIRELANE/PEDESTRIAN PATH: Pervious Concrete
- CAMPUS CONNECTOR AND PEDESTRIAN PATH PAVING: Pervious Concrete
- PARKING LOT & ENTRY DRIVES: Asphalt Concrete
- COBBLE PAVING
- EGRESS LIGHTING: PEDESTRIAN POLE LIGHT- PEDESTRIAN EGRESS LIGHTING SHALL BE PROVIDED FROM BLDG. EXITS TO THE PUBLIC WAY AT WILLOW RD AND THE TUNNEL UNDERCROSSING TO E. CAMPUS. EGRESS SHALL MEET CBC AND FIRE CODE REQUIREMENTS
- BIKE SELF-REPAIR TOOL STATION

PRELIMINARY PLANT LIST

TREES		SHRUBS		GROUNDCOVERS - GRASSES	
BOTANICAL NAME	COMMON NAME	BOTANICAL NAME	COMMON NAME	BOTANICAL NAME	COMMON NAME
ACROSAURUS CALIFORNICA	CALIFORNIA BUCKEYE	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	ERIGERON GLAUCUS	SEASIDE DAISY
CASUARINA CUNNINGHAMIANA	MINER'S [illegible]	BACCHARIS PILULARIS "DWARF" CARPET	COYOTE BUSH	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
CERCIS OCCIDENTALIS	WESTERN REDBUD	CEANOTHUS GRIESEUS	CALIFORNIA LILAC	HOMEOPAPPUS CARLINOIDES	MEADOW BARLEY
CERCIS CALIFORNICA	WESTERN REDBUD	CEANOTHUS THYRSIFLORUS	CALIFORNIA LILAC	FESTUCA RUBRA	CALIFORNIA RED FESCUE
FRAXINUS VELUTINA	[illegible]	ERIGERON GLAUCUS	BLUE WILD RYE	LEYMUS TRITICOIDES	CREEPING WILD RYE
MELALEUCA QUINQUENERVIA	CAJUPUT TREE	FRIGONUM [illegible]	CALIFORNIA BUCKWHEAT	[illegible]	OFFIN GRASS
PINUS CONTORTA	BEACH PINE	LUPINUS ALBIFRONS	SILVER BUSH LUPINE	[illegible]	BLUE-EYE GRASS
POPULUS FREMONTII	FREMONT POPLAR	MIMULUS AURANTIACUS	STICKY MONKEY FLOWER	STIPA PULCHRA	PURPLE NEEDLE GRASS
QUERCUS AGRIFOLIA	COAST LIVE OAK	ROSMARINUS CALIFORNICA	COFFEEBERRY	ZAUSCHNERIA CALIFORNICA	CALIFORNIA FUSCHIA
QUERCUS DOUGLASII	BLUE OAK	RUBUS INTEGRIFOLIA	LEMONBERRY		
QUERCUS VIRGINIANA	VIRGINIA LIVE OAK	SALVIA MELLIFERA	BLACK SAGE		

ACCESSIBILITY

ALL PEDESTRIAN PATHS AND EGRESS ROUTES SHALL MEET CBC TITLE 24 & ADA ACCESSIBILITY REQUIREMENTS

PLANT SELECTION NOTES

1. General Design Intent: Provide a distinctly planted and attractive pedestrian landscape surrounding and unifying areas at the building. Provide visual, wind, and sound buffer along the Bayfront Expressway. Create a comparative grove and garden setting at the east and corner of the site.

2. Plant plant selection and layout shall be refined based on the following selection criteria:
   - Soils and Horticultural Suitability
   - Salt and Wind Tolerance
   - Water Efficient: landscape Ordinance requirements
   - Aesthetic Quality
   - Ecological Value/habitat and Environmental considerations
   - Consumption with Caltrans and PG&E.

NORTH

0 25' 75' 150'

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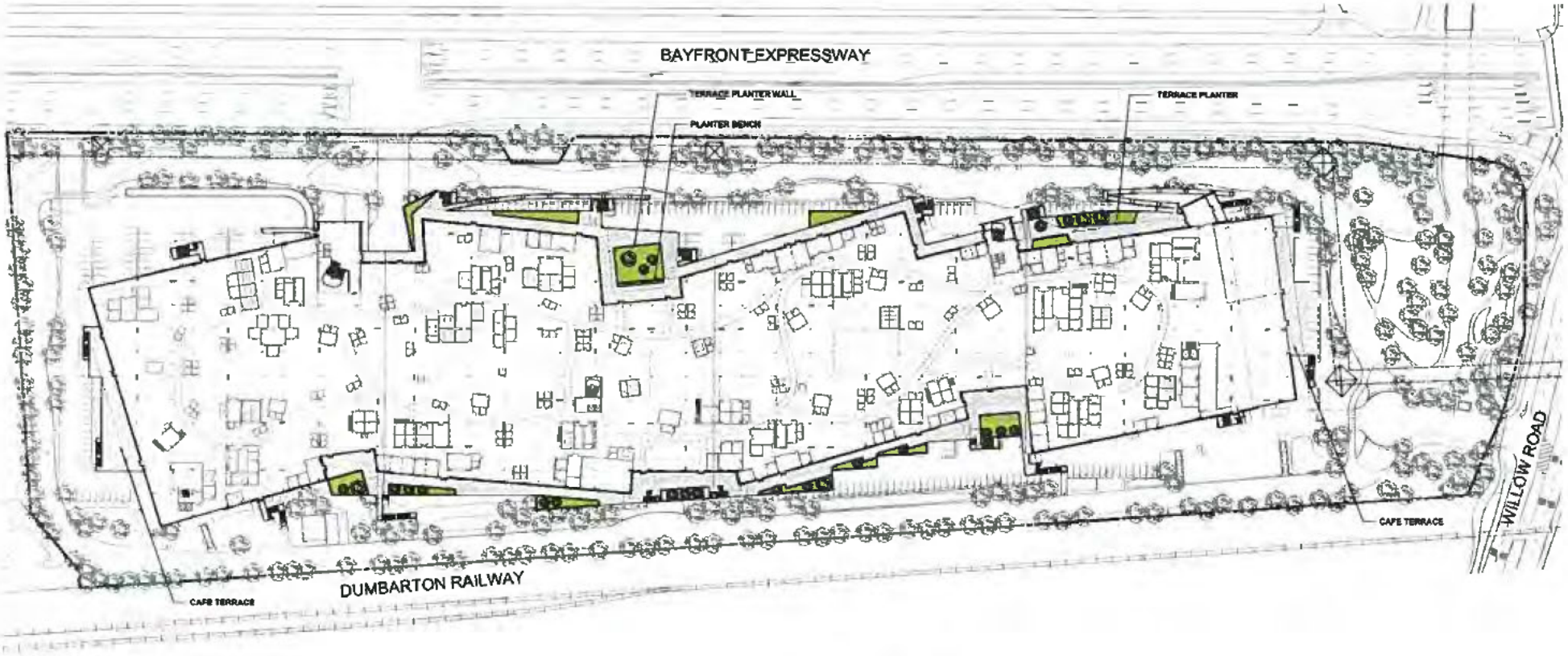
WL.2.1: SCHEMATIC LANDSCAPE GROUND PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'

FEBRUARY 1, 2013



LEGEND

- TERRACE PLANTER: A mix of water efficient native and adapted groundcovers, perennials and shrubs. The mix will be predominantly evergreen and diverse in character.
- PROPOSED TREE: TOTAL QTY. 25 MINIMUM SIZE: 24" BOX
- TERRACE PAVING: Concrete Paving
- TERRACE CIP CONCRETE PLANTER WALL
- TERRACE BENCH

PRELIMINARY PLANT LIST

TREES		SHRUBS		GROUNDCOVERS	
BOTANICAL NAME	COMMON NAME	BOTANICAL NAME	COMMON NAME	BOTANICAL NAME	COMMON NAME
ARBUTUS CALIFORNICA	CALIFORNIA BUCKEYE	CEANOTHUS GRIGEUS	CALIFORNIA LILAC	ERIGERON GLAUCUS	SEASIDE DAISY
ARBUTUS UNEDO	STRAWBERRY TREE	CORREA	AUSTRALIAN BLUE BELL	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
BETULA JACKMONTIE	JACKMONTIE BIRCH	ELYMUS TRITICOIDES	CREEPING WILDRYE	FESTUCA SP.	FESCUE VARIETIES
CERCIS CALIFORNICA	WESTERN REDBUD	HYPOCHURIS FASCULATUS	CALIFORNIA BUCKWHEAT	SUPERCID SP.	SUPERCID VARIETIES
HETEROMELES ARBUTIFOLIA	TOYON	FESTUCA RUBRA	RED FESCUE		
HOHAN CON CHINA	BUNCH HOHAN	HORDEUM BRACHYANTHERUM	MEADOW BARLEY		
PISTACIA CHINENSIS	CHINESE PISTACHE	HELICHERA	HELICHERA		
QUERCUS VIRGINIANA	VIRGINIA LIVE OAK	PIS	PIS		
		LUPINUS AI RIFRONS	BUSH LUPINE		
		MIMULUS AURANTIACUS	STICKY MONKEY FLOWER		
		SALVIA MELLIFERA	BLACK SAGE		

ACCESSIBILITY

ALL PEDESTRIAN PATHS AND EGRESS ROUTES SHALL MEET CBC TITLE 24 / ADA ACCESSIBILITY REQUIREMENTS

PLANT SELECTION NOTES

1. Plant palette selection and layout shall be refined based on the following selection criteria:
   a. Site Volume and Horticultural Suitability
   b. Wind Tolerance
   c. Intent of Native Landscape Guidance requirements
   d. Aesthetic Quality and Use
   e. Ecological Value/Habitat and Environmental conditions/Site.

NORTH

0 30' 60' 120'

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WL.2.2: SCHEMATIC LANDSCAPE LEVEL 1 PLAN

SCALE: 1"=60'
11X17 SCALE IS 1"=120'

FEBRUARY 1, 2012

PRELIMINARY PLANT LIST

LEGEND

- WALKING PATH: Stabilized Crushed Stone
- SEATING AREAS: Wood and Stone with Benches
- GREEN ROOF–LAWN AREA: Drought-resistant, low water use, and low-mow lawn.
- GREEN ROOF GARDEN AREA: Low water use native adapted shrubs, perennials and groundcovers suitable for intensive green roof applications.
- GREEN ROOF MEADOW AREA: Low water use native adapted grasses and perennials suitable for intensive green roof applications.
- TREES: Total Qty. on Roof 205 MINIMUM SIZE: 24" BOX

NOTES:

1. TREE REPLACEMENT REQUIREMENT DOES NOT RELY ON TERRACE OR ROOF LEVEL TREES.
2. THE EXTENT OF POTENTIAL ROOF LEVEL GATHERING AND GREEN ROOF AREAS ARE SUBJECT TO MODIFICATION.
3. ROOF LEVEL SITE LIGHTING WILL BE DESIGNED TO ADDRESS DARK SKYS WITH LOW LEVEL LIGHTING WHERE APPLICABLE AND FULL CUT-OFF FOR PATH OF EGRESS AND EMERGENCY LIGHTING.

TREES

BOTANICAL NAME	COMMON NAME
AESCULUS CALIFORNICA	CALIFORNIA BUCKEYE
CERCIS CALIFORNICA	WESTERN REDBUD
FRAXINUS VELUTINA	FAN-TEX ASH
JACARANDA MIMOSIFOLIA	JACARANDA
MELALEUCA QUINQUENERVIA	CAJPUT TREE
PINUS CONTORTA	BEACH PINE
PISTACIA CHINENSIS	CHINESE PISTACHE
POPULUS FREMONTII	FREMONT POPLAR
QUERCUS AGRIFOLIA	COAST LIVE OAK
QUERCUS DOUGLASII	BLUE OAK
QUERCUS VIRGINIANA	VIRGINIA LIVE OAK
ZELKOVA SERRATA	ZELKOVA

SHRUBS

BOTANICAL NAME	COMMON NAME
ARCTOSTAPHYLOS SP.	MANZANITA
ARTEMISIA CALIFORNICA	CALIFORNIA SAGE
BACCHARIS PILULARIS 'EMERALD CARPET'	DWARF BUSH
CEANOTHUS GRISEUS	CALIFORNIA LILAC
CEANOTHUS PAUCIFLORUS	CALIFORNIA LILAC
LUPINUS ALBIFRONS	BUSH LUPINE
LUPINUS BICOLOR	LUPINE
MIMULUS AURANTIACUS	STICKY MONKEY FLOWER
RHAMNUS CALIFORNICA	COFFEEBERRY
RIBES SPECIOSUM	FUCHSIA FLOWERING GOOSEBERRY
SALVIA MELLIFERA	BLACK SAGE

GROUNDCOVERS - GRASSES

BOTANICAL NAME	COMMON NAME
ERIGERON GLAUCUS	SEASIDE DAISY
ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
HORDEUM BRACHYANTHERUM	MEADOW BARLEY
FESTUCA RUBRA	FAN TASTICA RED FESCUE
LEYMUS TRITICOIDES	CREEPING WILD RYE
MUHLENBERGIA RIGENS	DEER GRASS
SISYRINCHIUM BELLUM	BLUE-EYE GRASS
BIDEN DAVIDII	PURPLE MELON GRASS
ZAUSCHNERIA CALIFORNICA	CALIFORNIA FUSCHIA
DWARF TALL FESCUE SOD	LAWN

ACCESSIBILITY

ALL PEDESTRIAN PATHS AND GARDEN ROUTES SHALL MEET CBC TITLE 24 & ADA ACCESSIBILITY REQUIREMENTS

PLANT SELECTION NOTES

1. General Design Intent: Provide a deeply planted and expressive grassland landscape surrounding and providing scale for the building. Create a numerous and ecologically principled landscape and tie the ground level landscape to the roof.
2. Roof plant selections and layout shall be refined based on the following selection criteria:
   a. Soils and Horticultural Suitability
   b. Sun and Wind Exposure
   c. Water Efficient Landscape Ordinance requirements
   d. Aesthetic Quality
   e. Ecological Value/Habitat and Environmental consideration, including adjacent tall the habitat and raptor considerations
3. Coordinate with Caltrans and PG&E

NORTH

0 30' 60' 120'

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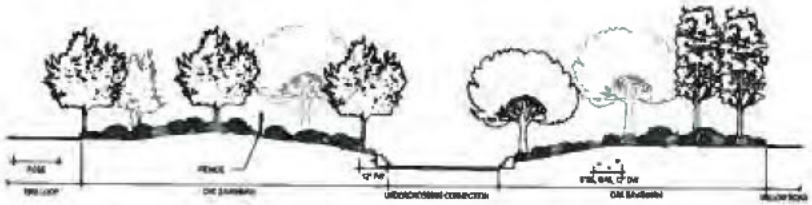
WL.2.3: SCHEMATIC LANDSCAPE ROOF PLAN

SCALE: 1"=60'
11X17 SCALE IS 1"=120'

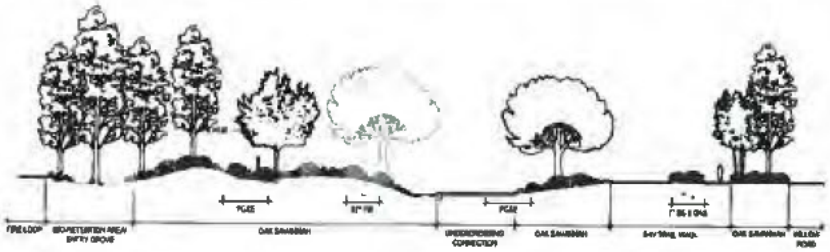
FEBRUARY 1, 2012

BIO-RETENTION AREA/ENTRY GROVE

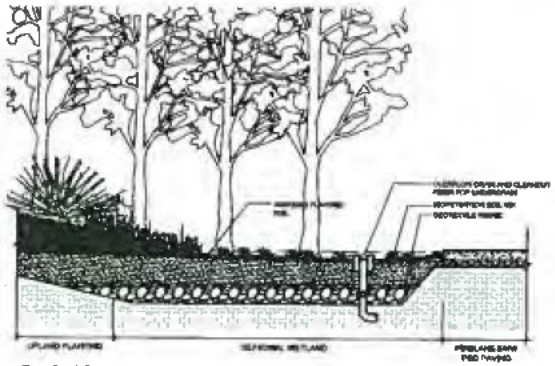
The Bio-Retention areas in the entry landscape will be treated as groves with riparian tree species that can tolerate periodic inundation and lower summer water. A diversity of under-story plants will provide both aesthetic benefits and ecological value. During the winter wet season water will periodically pool in the bio-retention areas and gradually infiltrate or evaporate. The maximum depth of pooling will not exceed 12 inches and the areas will be designed to drain within 72 hours. The areas will not be fenced. Supplemental irrigation will be provided during the summer months. The areas will be maintained in a manner consistent with a campus landscape and the maintenance required for the bio-retention functions will be incorporated into the stormwater management maintenance and operations plan required as part of the building permit.



SECTION A



SECTION B



SECTION C

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WL.2.4: WETLAND PLANS & SECTIONS

SCALE: 1"=30'
11X17 SCALE IS 1"=60'

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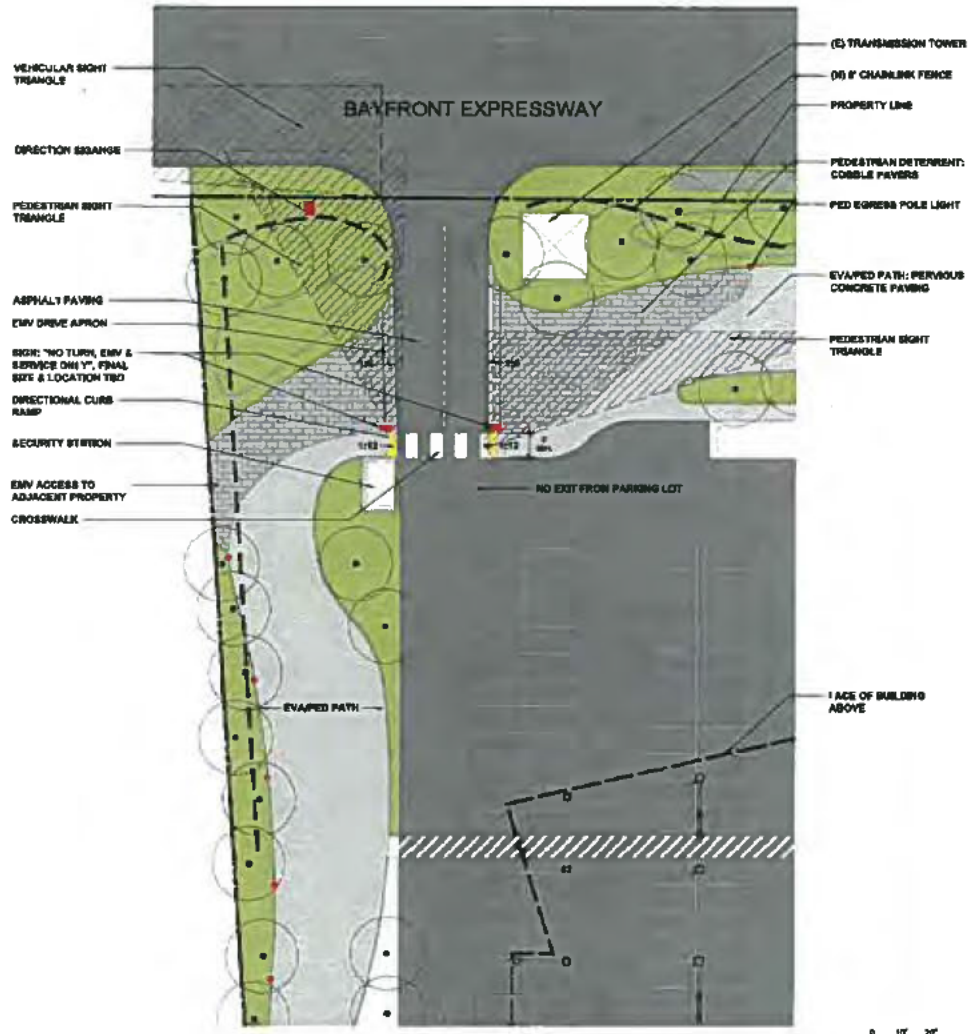


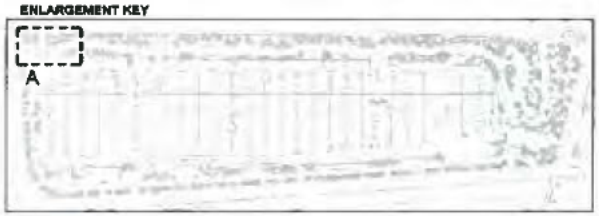
ENLARGEMENT PLAN A

NOTES:

1. PEDESTRIAN DETERRENT MATERIALS AND COLOR ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION AT BUILDING PERMIT STAGE.

2. ALL PEDESTRIAN PATHWAYS SHALL MEET ACCESSIBILITY REQUIREMENTS

ENLARGEMENT KEY



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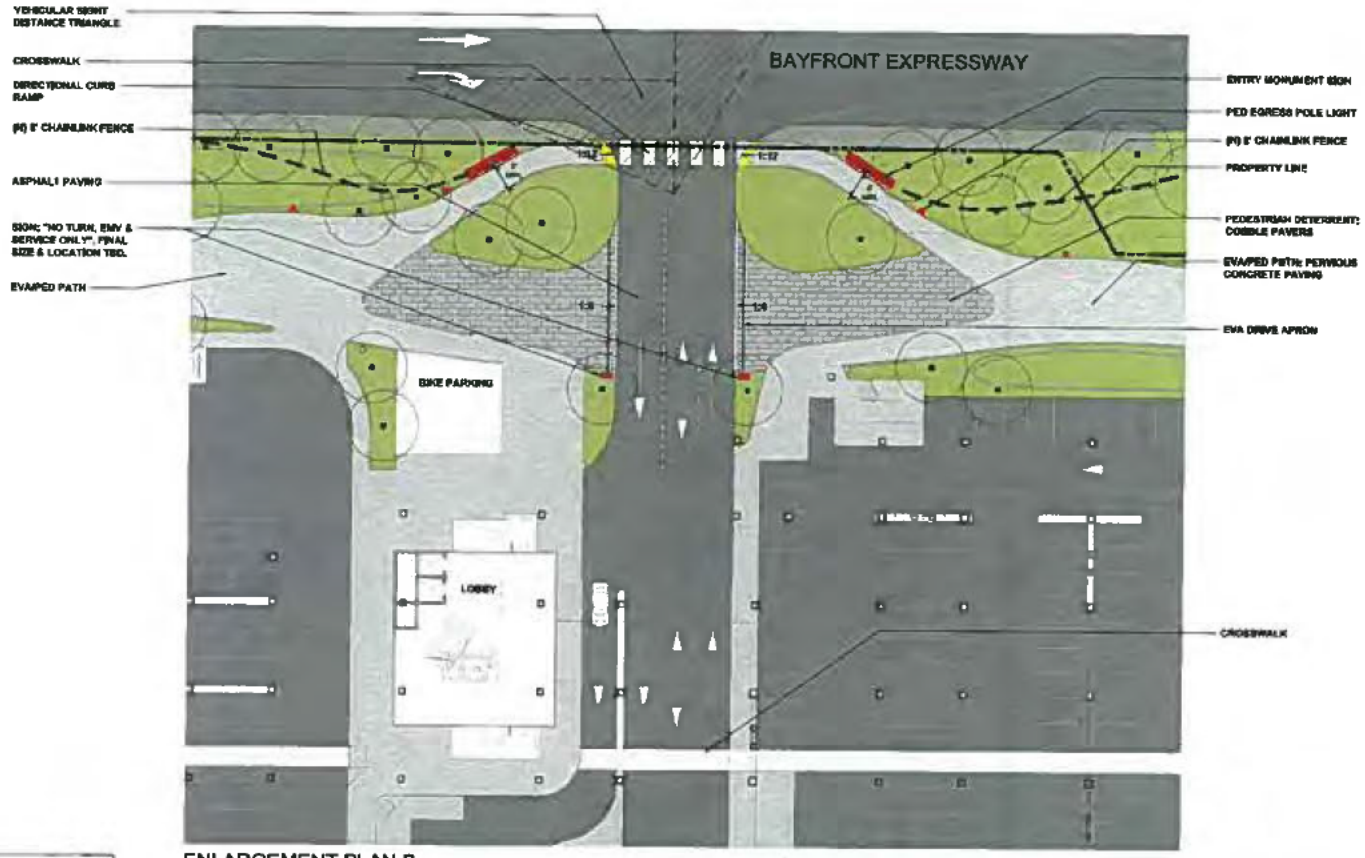
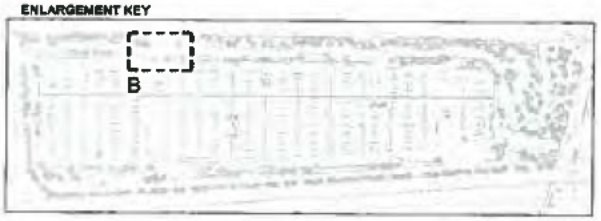
WL.2.5: ENLARGED ENTRY PLANS

SCALE: 1"=20'
11X17 SCALE IS 1"=40'
FEBRUARY 1, 2013



ENLARGEMENT PLAN B

ENLARGEMENT KEY



NOTES:

1. ACCESS POINTS AND ALL IMPROVEMENTS ON BAYFRONT EXPRESSWAY ARE SUBJECT TO REVIEW AND APPROVAL BY CALTRANS. CALTRANS WRITTEN APPROVAL OF THE TRAFFIC SIGNAL TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR THE BUILDING FOUNDATION.

2. PEDESTRIAN DETERRENT MATERIALS AND COLOR ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION AT BUILDING PERMIT STAGE.

3. ALL PEDESTRIAN PATHWAYS SHALL MEET ACCESSIBILITY REQUIREMENTS

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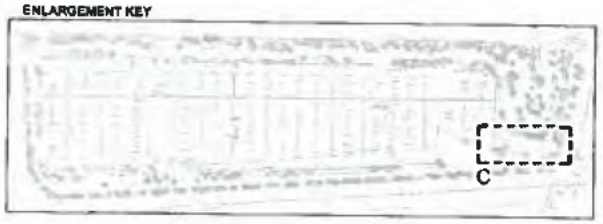
WL.2.6: ENLARGED ENTRY PLANS

SCALE: 1"=20'
11X17 SCALE IS 1"=40'
FEBRUARY 1, 2013

ENLARGEMENT PLAN C

ENLARGEMENT KEY



NOTES:

1. ALIGNMENT OF CROSSWALK AT WILLOW ROAD WILL BE SUBJECT TO FURTHER REVIEW AT THE BUILDING PERMIT STAGE.
2. PEDESTRIAN DETERRENT MATERIALS AND COLOR ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION AT BUILDING PERMIT STAGE.
3. ALL PEDESTRIAN PATHWAYS SHALL MEET ACCESSIBILITY REQUIREMENTS

NORTH

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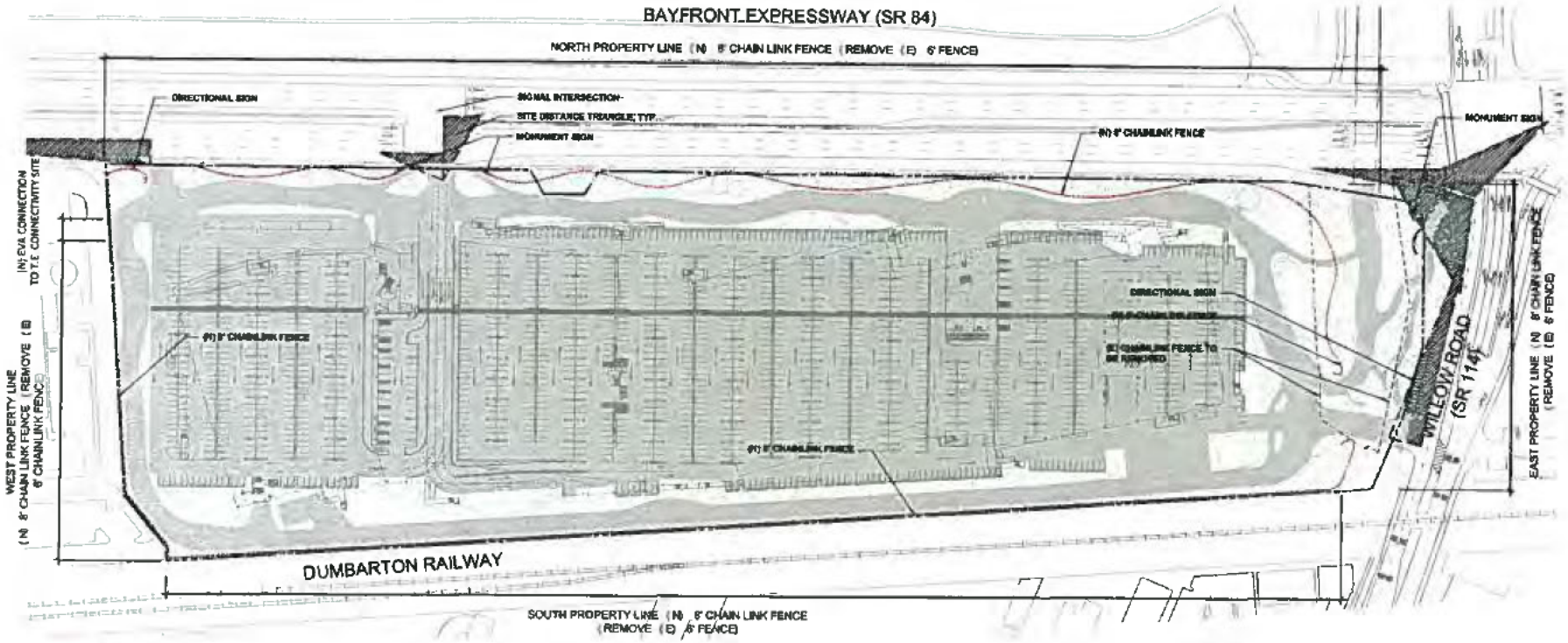
WL.2.7: ENLARGED ENTRY PLANS

SCALE: 1"=20'
11X17 SCALE IS 1"=40'
FEBRUARY 1, 2013



LEGEND

MONUMENT SIGN: Each monument sign shall be illuminated and include the address.
- Total Size Ea. Sign: 10ft x 16ft
- Copy Area Total Ea.Sign: 109 SF Max
- Total Copy Area for Site: 301 SF Max

DIRECTIONAL SIGN:
- Total Size Ea. Sign: 10ft x 5ft
- Copy Area Total Ea.Sign: 55 SF Max
- Total Copy Area for Site: 105 SF Max

(N) FENCE: 8' chainlink fence. * mean vinyl coated - dark green or black

NORTH

0 30' 75' 150'

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WL.2.8: SIGNAGE & FENCE PLAN

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
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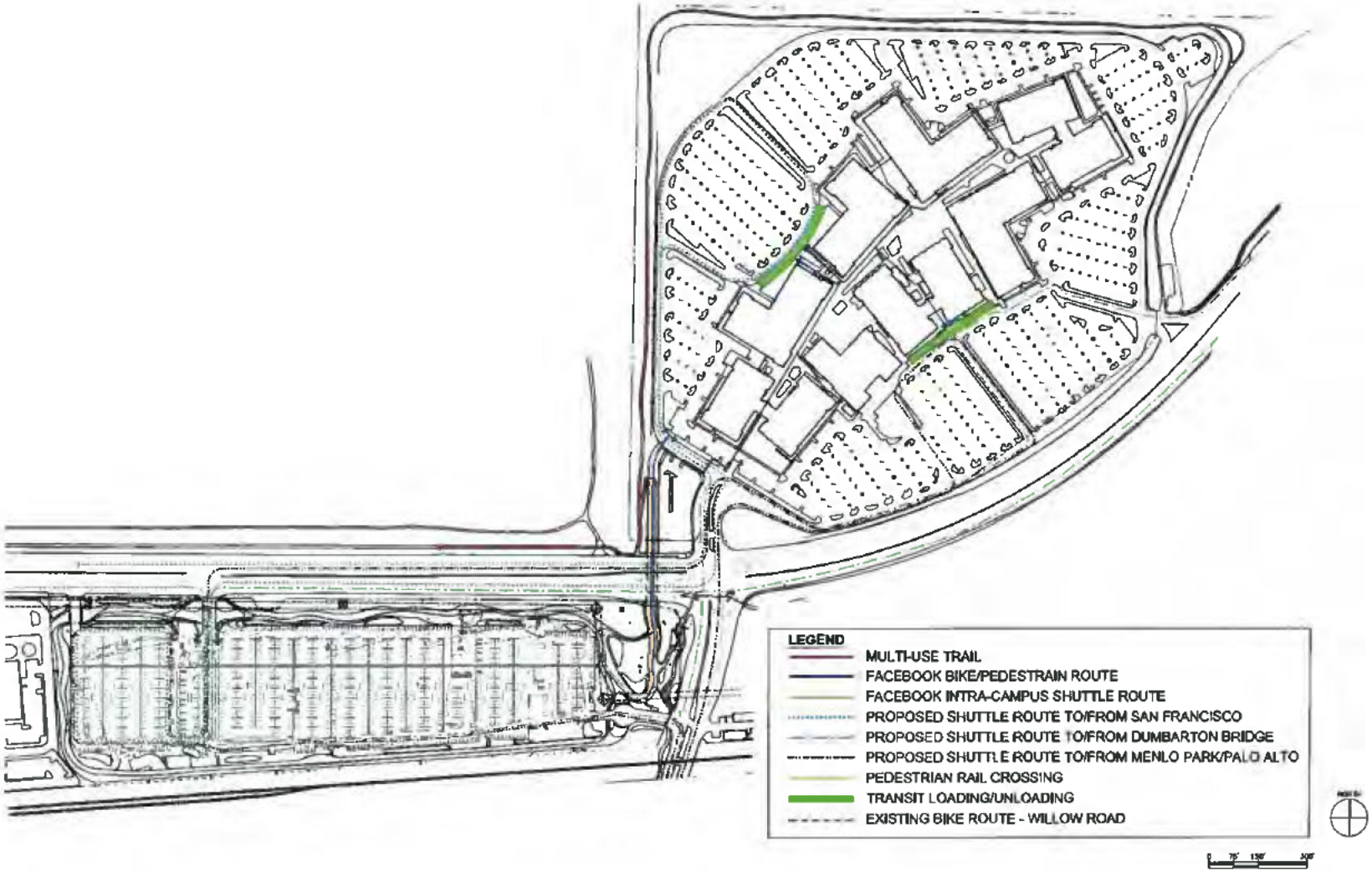

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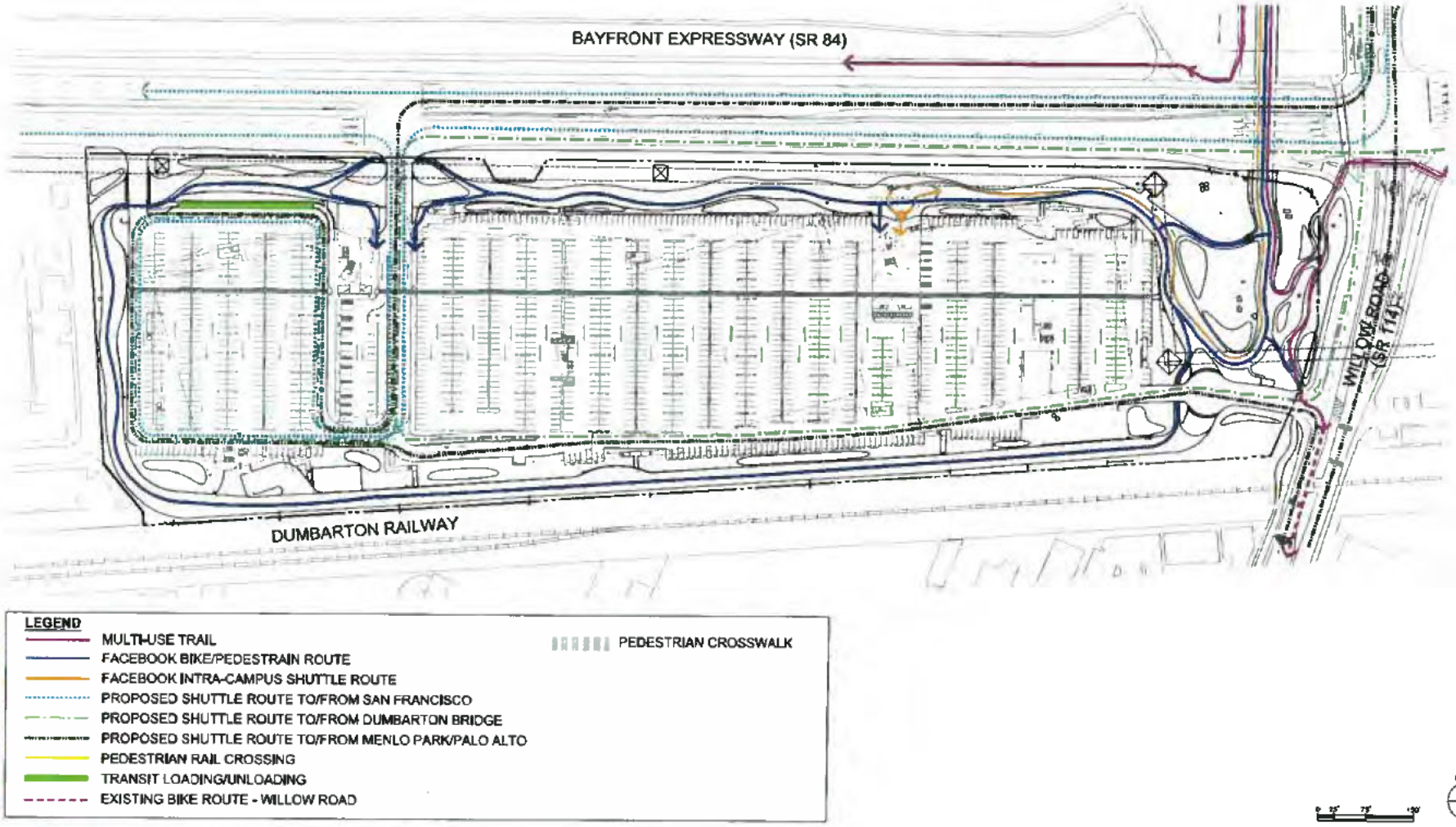
WL.3: CONNECTIVITY - BOTH CAMPUSES

SCALE: 1"=150'
11X17 SCALE IS 1"=300'
FEBRUARY 1, 2013



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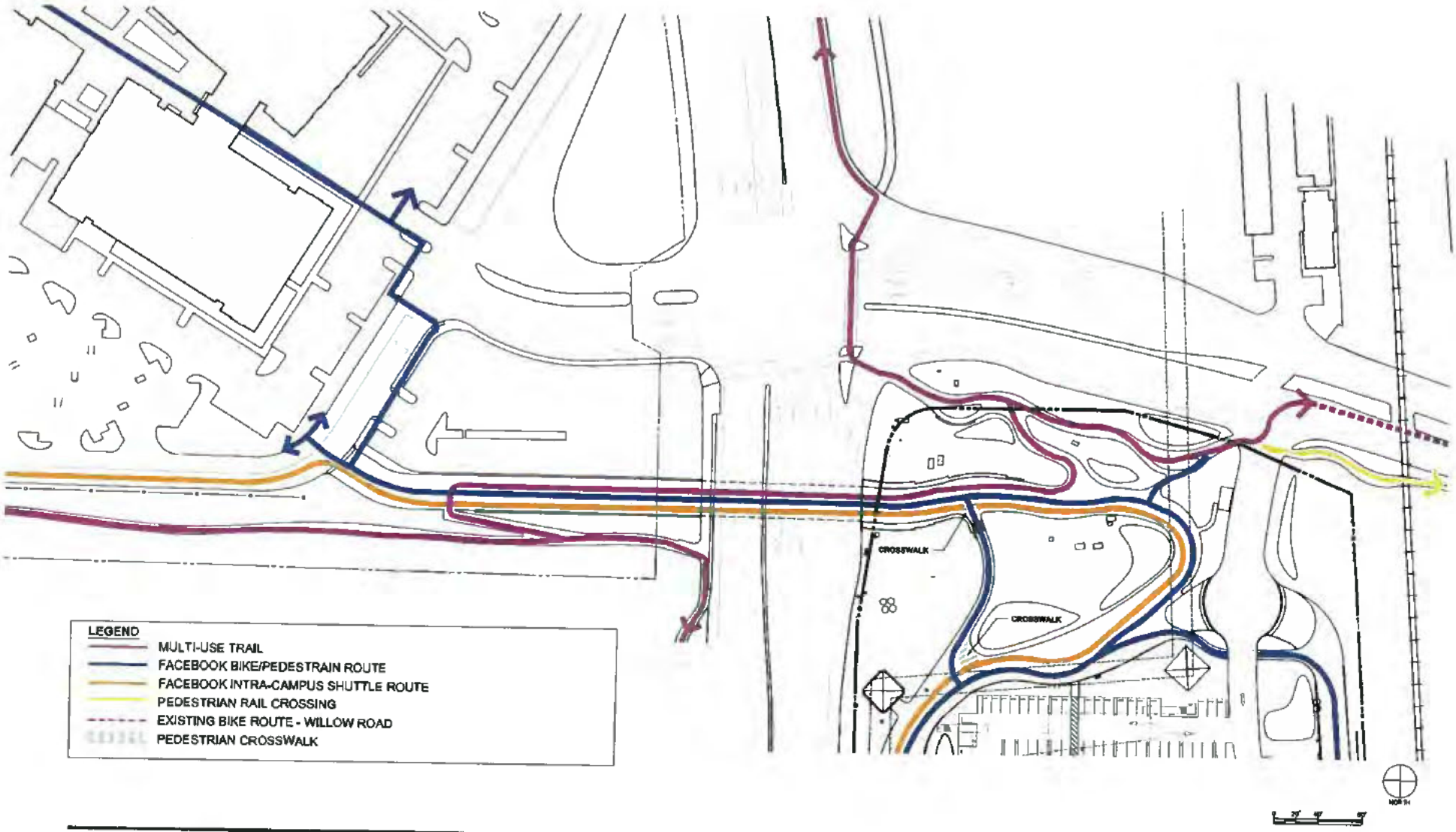
WL.3.1: CONNECTIVITY- WEST CAMPUS

SCALE: 1"=75'
11X17 SCALE IS 1"=150'
FEBRUARY 1, 2013



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WL.3.2:UNDERCROSSING CONNECTIVITY

SCALE: 1"=40'
11X17 SCALE IS 1"=80'
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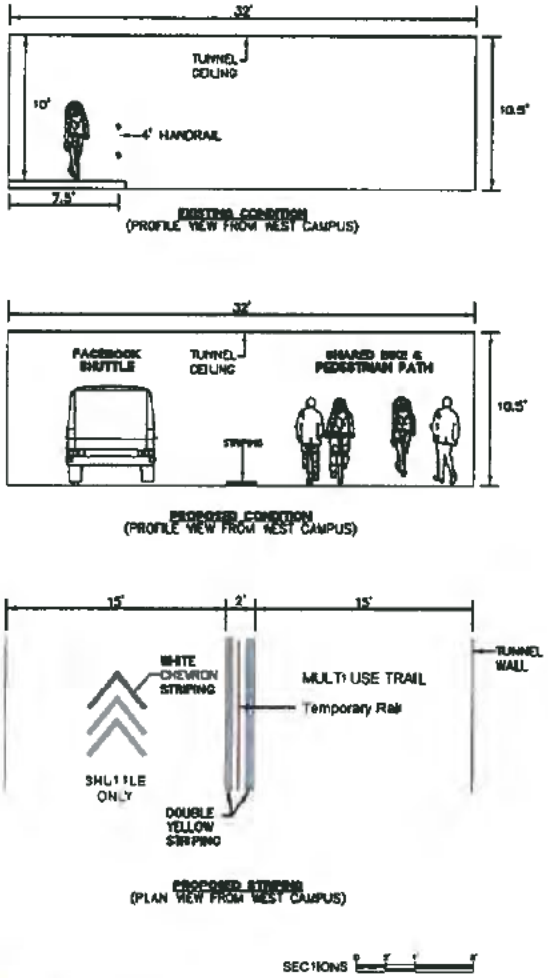

SECTIONS

ENLARGED PLAN

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WL.3.3: UNDERCROSSING SECTION

SCALE: VARIES
11X17 SCALE VARIES
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01 PORTLAND CEMENT PLASTER

EXTERIOR WALL - OFFICE ENCLOSURE

02 FLATLOCK STAINLESS STEEL

EXTERIOR WALL - ENTRY LOBBY ENCLOSURE

03 CORRUGATED FIBERGLASS

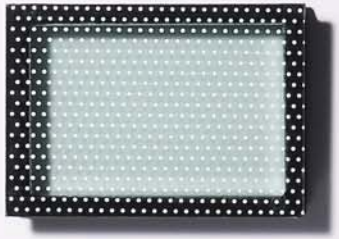
EXTERIOR OVERHEAD CANOPIES

04 CORRUGATED STAINLESS STEEL

EXTERIOR OVERHEAD CANOPIES

05 EXPOSED SEALED CONCRETE

PARKING LEVEL COLUMNS AND TERRACE SLAB



06 CERAMIC FRITTED LOW-E GLAZING

EXTERIOR CURTAIN WALL AND WINDOWS

07 PAINTED ALUMINUM GLAZING MULLION

EXTERIOR CURTAIN WALL AND WINDOWS

08 PAINTED STEEL

STEEL AT STAIRS, CANOPY STRUCTURE AND RAILINGS

09 PERVIOUS CONCRETE

EMERGENCY VEHICLE ACCESS LANE SURFACING

10 WOOD DECKING

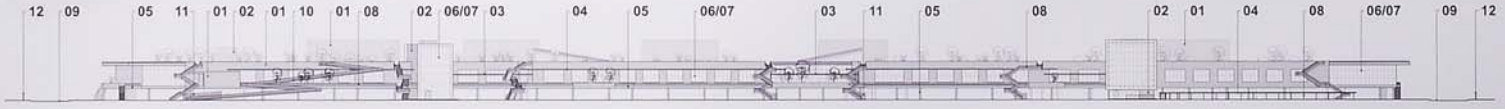
EXTERIOR RAMP WALKING SURFACE

11 STAINLESS STEEL CHAIN-LINK FENCING

SECURITY ENCLOSURE AT BASE OF STAIR

12 VINYL COATED CHAIN-LINK FENCING

PERIMETER SITE SECURITY FENCE



NORTH ELEVATION

SCALE: 1" = 50'-0"

25' 50' 100'

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MATERIAL SAMPLES

FEBRUARY 01, 2013

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